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MAY - JUNE

1960

VOLUME XX - NUMBER 3



Parke-Davis building at Menlo Park...

jaunty "showcase" assembled from just 3 basic shapes in precast concrete



Beauty is good public relations, agreed officials of Parke, Davis & Company in planning this combination office and warehouse in a restricted industrial area in Menlo Park, Calif. To achieve this beauty, and fill practical needs as well, concrete was chosen for the whole job.

Shell-roof sections, L-shaped bents and wall panels were all precast, quickly and easily assembled on the job site. The results: a graceful, pleasing silhouette; the wide-open, fire-resistant interior specified; and a clean, modern look that suits a maker of pharmaceutical products.

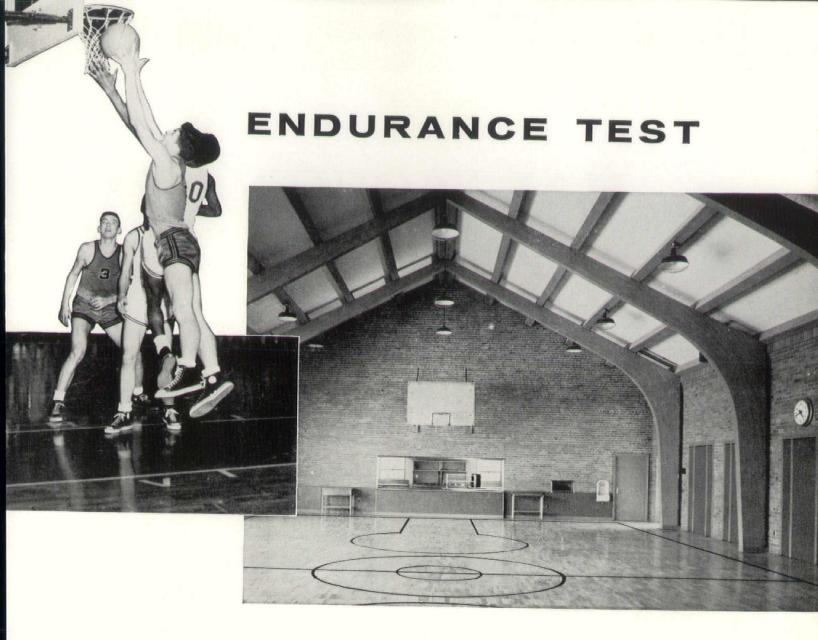
Architects: Minoru Yamasaki & Assoc., Birmingham, Mich. Associate Architects: Knorr-Elliot Assoc., San Francisco, Calif. Structural Engineers: Amman & Whitney, New York City. General Contractor: Williams & Burrows, Inc., Belmont, California.

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A case in point: thirteen Haughton Operatorless Elevators with the latest automatic electronic controls will speed passengers from floor to floor with silken smoothness. They will be motivated by an amazing electronic brain that anticipates service needs at every moment, day and night, and dispatches cars at the proper times and in proper sequence to meet traffic needs exactly.

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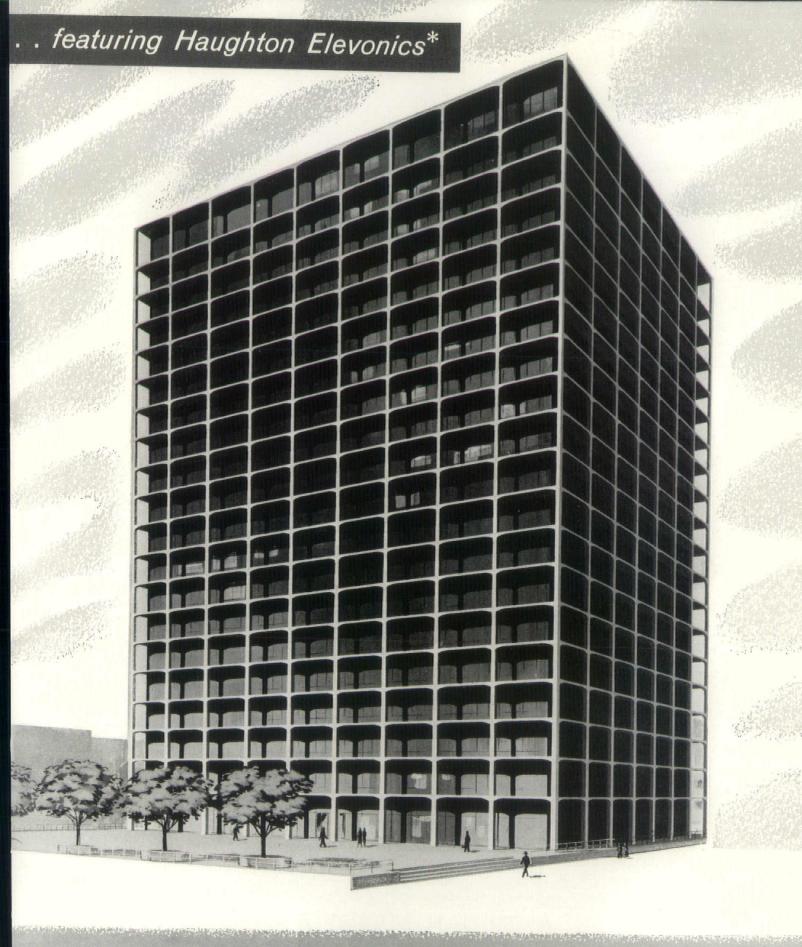
The Hartford Building... to be occupied in part by the Western Department of the Hartford Fire Insurance Company Group. From its unique exterior, creating a functional design accented by simple charm, to its superb location and superior

facilities, this beautifully planned building carries its tasteful design throughout... The twenty floors are arranged for purposeful planning and unexcelled utilization of floor space. Windows are shielded from direct sun rays by the canopy effect created in the exterior design, a first in this country... The landscaped esplanade and spacious lobby provide an exciting vista, while building features combining the ultimate in fluorescent lights, automatic elevators, year 'round temperature control, under floor ducts for electrical and telephone equipment and other innovations make The Hartford Building an unparalleled office home for any organization.





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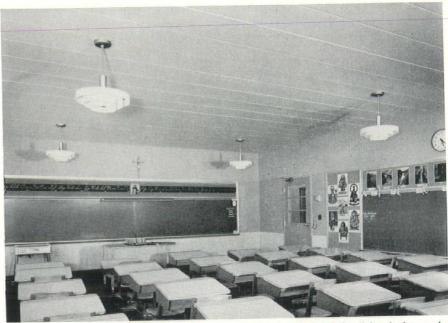
FLEXICORE precast prestressed concrete floor and roof units "saved a lot of time" in the construction of St. Mary's of the Lake School in the Town of Hamburg, N.Y.

That's the word of the architects.

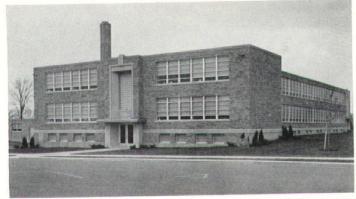
"For speed of erection and for cold weather construction, Flexicore can't be beaten," according to Karl Schmill of Schmill and Hoffmeyer & Sloan and Schneider, associate architects. It was pointed out that because FLEXICORE is precast at the plant, no forming or shoring was required at the jobsite.

He cited the low cost per square foot of Flexicore in comparison with other materials, and pointed out that the Flexicore ceilings required only painting.

The school was constructed at a cost of \$13.40 per sq. ft.



This photograph of one of the rooms in St. Mary's of the Lake School shows the smooth undersurface of the FLEXICORE slabs painted to provide a finished ceiling.



St. Mary's of the Lake School, Town of Hamburg, N.Y. Architects: Schmill and Hoffmeyer & Sloan and Schneider, associate architects, Buffalo. Contractor: Schifferle-Monarch Builders, Inc., Hamburg. FLEXICORE precast prestressed slabs by Anchor Concrete Products, Inc., Buffalo.

Further economies were realized by using the hollow-cores of the FLEXICORE as raceways for electrical wiring, simplifying the installation of ceiling lights, outlets, and other electrical services.

FLEXICORE also plays a major role in reducing classroom

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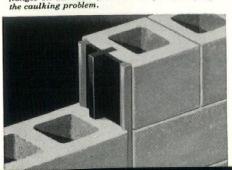
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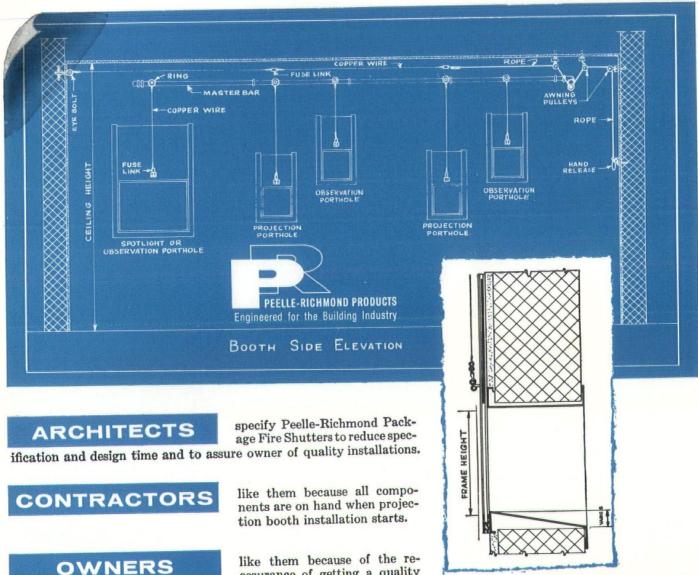
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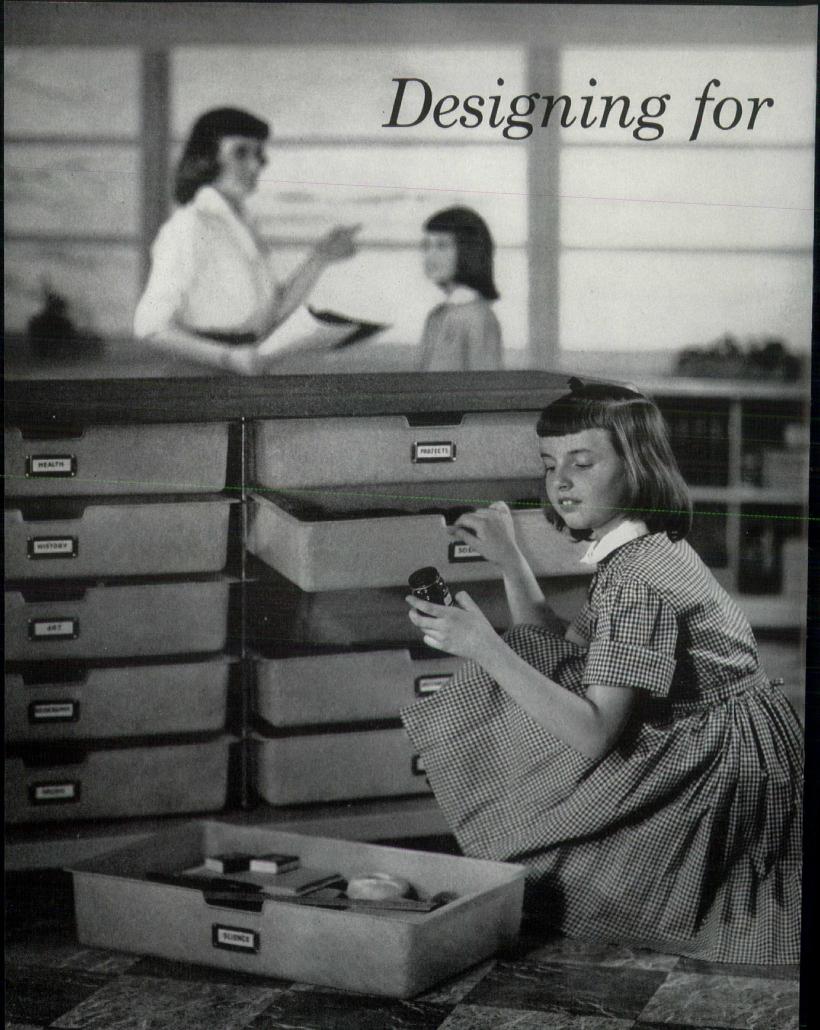
Today too many of us are apathetic about the governing bodies of organizations to which we belong. This condition exists from the Federal government down to the smallest organizations. Perhaps it is best exemplified by the fact that little over one half of our voting population exercises their franchise in a national election.

The American Institute of Architects, and more specifically the N.Y.S.A.A., is in effect the composite voice of the individual architects in our state. It behooves every member to attend and participate in the meetings October 12-15. The Whiteface Inn at Lake Placid will again provide the lovely site.

I shall look forward to seeing many old colleagues and meeting new participants this fall.

John A. Brigge

President

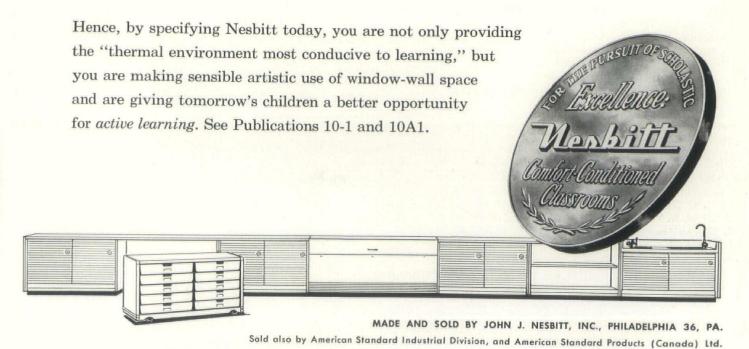


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FROM THE EXECUTIVE DESK AT 441

The Convention season is officially here. From the moment the green buds of spring begin to burst from the tender shoots that stir into life, and nature awakes from its winter sleep, the time has arrived for all good men and women to come together in that sturdy and traditionally American event known as Convention time.

The Convention period continues through the searing summer heat until the first light finger of frost is on the pumpkin, the air grows crisp, the shadows lengthen while earth's beauty is reflected in wheat brown and russet fields, and the fall foliage displays its prettiest multi-colored dress which is both awe-inspiring and breath-taking (particularly in the Adirondacks). Conventions may be held other times of the year, of course, but nothing stirs the will or call to attend than from spring to fall.

Just as the A.I.A. Convention recently held in San Francisco in April "opened" the celebrated season of stock-taking and forward progress for architects nation-wide, so too does N.Y.S.A.A. "close" the season for New York State Architects. This is the time for committee reports, resolutions and plans for the future. For Conventions, as I have commented on previous occasions, are like birthdays to be enjoyed, to take inventory, to appraise the present and plan for the future. That is why we have the N.Y.S.A.A. and why Conventions are held.

At this very moment, the 1960 N.Y.S.A.A. Convention Committee, under the capable direction of general chairman S. Elmer Chambers, is preparing all details for the Convention with the active assistance of the Host Society, the Syracuse Society of Architects. We can definitely promise that the architect and commercial exhibits will be more interesting than ever, challenging speakers and seminars will prove absolutely stimulating, excellent prizes will be awarded, and the comfort and convenience of delegates and guests will be improved to everyone's satisfaction. Numerous novel features will be introduced which we cannot divulge at this time.

The dates and places for the N.Y.S.A.A. Convention? Mark your calendar now:

October 12 to 15, 1960 Whiteface Inn, Lake Placid, N. Y.

Help us close the Convention season in the beautiful Adirondacks. Plan to enjoy a good time at a Convention we promise will surpass any previous event. It's Convention time for you this fall.

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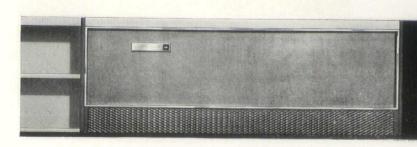
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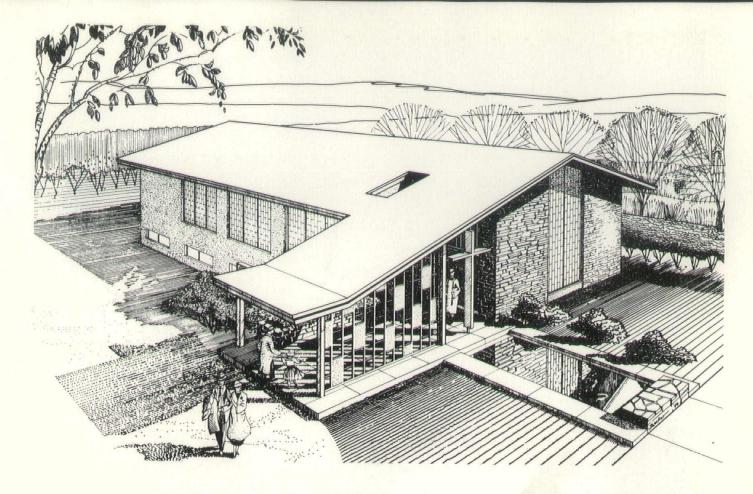


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GREAT NECK, NEW YORK

IRVING S. SAUNDERS, ARCHITECT Roslyn Heights, New York

A limited construction budget placed the architect in a challenging position for this proposed church in Great Neck, N.Y.

The estimates submitted were quite satisfactory to the building committee and again showed that architectural design need not be sacrificed to obtain an economical construction layout.

The exterior walls are stucco over concrete block, the ceiling construction consists of laminated wood beams 15' · 0" on center which support the 2" x 10" roof joists.

The first floor of this 36' x 75' church building has seating for 230 persons and the sloping site permits the lower level to be utilized for classrooms. Construction estimate: \$60,000.



Matthew W. Del Gaudio, F.A.I.A. New York Chapter, A.I.A., Philip Will, Jr., F.A.I.A. Chicago Chapter, A.I.A. President Elect, The American Institute of Architects, John W. Briggs, Central New York Chapter, A.I.A. President, New York State Association of Architects.



L. Bancel LaFarge, F.A.I.A. President, New York Chapter, A.I.A., Mrs. Watterson, Joseph Watterson, Long Island Chapter, A.I.A. Editor of The JOURNAL, The American Institute of Architects.



Mrs. Schwartzman, Daniel Schwartzman, F.A.I.A. N.Y. Chapter, A.I.A.



George Bain Cummings, F.A.I.A. Central New York Chapter, A.I.A. Past President, The American Institute of Architects, Mrs. Cummings, Minoru Yamasaki, F.A.I.A. Detroit Chapter, A.I.A.

A.I.A. NATIONAL

Once again the staff of the ESA is deeply indebted to our erstwhile friend, fellow, chairman of the resolutions committee and experienced photographer, Jimmie Gambaro.

We appreciate Jimmie's interest in his profession, dedication to service and the ability to want to help others. This year, as in the past, he travelled to the scene of the Convention and snapped these photos for you.

This was the second largest convention in 103 years of activity of the Institute. The total registration numbered 2,474; of these 1,353 were cor-



George Edward Beatty, F.A.I.A. Brooklyn Chapter, A.I.A., Mrs. Rogers, Trevor W. Rogers, Buffalo-Western N.Y. Chapter, A.I.A., Regional Director, N.Y. District, A.I.A., Mrs. Sleeper, Harold R. Sleeper, F.A.I.A. New York Chapter, A.I.A.



Mrs. Arthur S. Douglass, Jr., Arthur S. Douglass, Jr. New York Chapter, A.I.A., Gillet Lefferts, Jr. Secretary, New York Chapter, A.I.A., L. Bancel LaFarge, F.A.I.A. President, New York Chapter, A.I.A.

CONVENTION

porate or associate members. The largest convention was in Washington to commemorate the Centennial in 1957 when about 4500 members registered there.

The total number of delegates was 654, in addition there were 21 delegates at large making the grand total 675.

The Institute is comprised of 130 Chapters of which 112 were represented. Also represented were 10 of the 12 State Associations throughout the nation.

(More Convention details page 63)



John Noble Richards, F.A.I.A. Toledo Chapter, A.I.A., Immediate Past President, The American Institute of Architects, Joseph F. Addonizio, Executive Director, N.Y. State Association of Architects, John Scacchetti, New Jersey Chapter, A.I.A.



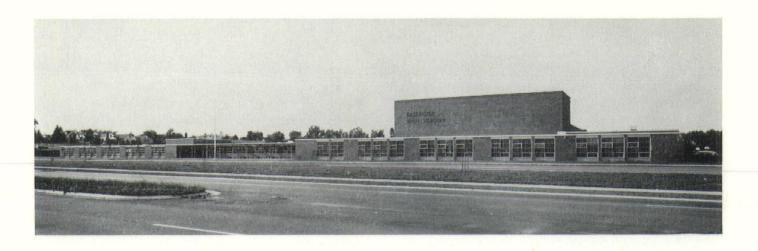
Leon Chatelain, Jr. F.A.I.A. Wash.-Metro Chapter, A.I.A. Past President, The American Institute of Architects, Mrs. Chatelain, E. James Gambaro, F.A.I.A. Brooklyn Chapter, A.I.A.



Don E. Hatch, New York Chapter, A.I.A., Mrs. Margot A. Henkel, Executive Secretary, New York Chapter, A.I.A., Arthur S. Douglass, Jr. New York Chapter, A.I.A.



Edmund R. Purves, F.A.I.A. Wash.-Metro Chapter, A.I.A. Executive Director, The American Institute of Architects, Mrs. Purves, Standing: Samuel Inman Cooper, F.A.I.A. Georgia Chapter, A.I.A.

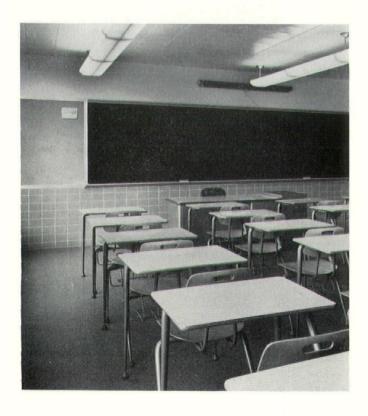


EASTRIDGE HIGH SCHOOL

EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

WAASDORP, NORTHRUP and AUSTIN, ARCHITECTS Rochester, New York

A natural lake has enhanced the general appearance of the Eastridge High School 38 acre campus located in the East Irondequoit School District, a suburb of Rochester, New York. In the wintertime the lake is used for ice skating under



the supervision of the Town Recreation Department. The Town, with permission of school officials, has installed lights for night skating. Thousands have used the rink to date. There are plans to use the lake for instruction in boating, canoeing and fishing.

The landscaping plan of Eastridge is practical as well as attractive. A large bus loop parallel with the expressway provides for the safe loading and unloading of children. Only one end of the high school provides access to vehicular traffic. The parking lot on the east accommodates 450 cars and is adjacent to the auditorium, gymnasium, swimming pool, lake, football field, delivery entrance, utility entrances, and practice area for driver training classes. Except for the one entranceway, pupils don't have to cross any driveways to go north, west or east.

The Eastridge School is a 1200-pupil senior high school. It is a big, one-story building in the shape of a hollow square. The general classroom areas are on the west side. Science rooms are on the north. Special and service areas are on the south and east. It was designed as a comprehensive high school providing for a diversity of offerings and differentiation of ability levels. The proposed program is basically traditional with facilities provided for limited experimentation in groups particularly for the college bound.

It is intended as a year-round school providing

for a summer session, two semesters of day school, a year-round community swimming program, provisions for adult education and recreation and extended use of the school by non-profit and non-religious organizations.

The boilers at Eastridge are equipped to handle gas or oil. School officials are in a position to let out competitive bids among suppliers of the two types of fuel. A shortage of either type of fuel in the future will not involve costly conversion.

The relative merits of centralized versus decentralized plans for storage of audio-visual aids are often discussed. The Eastridge plan attempts to utilize the advantages of each system. There is a centralized audio-visual room for receiving, previewing, repairing and distribution of general audio-visual materials. In each of four wings there is also a small storage area for a movie projector, filmstrip projector, record player and other audio-visual items of interest to the departments



EASTRIDGE HIGH SCHOOL

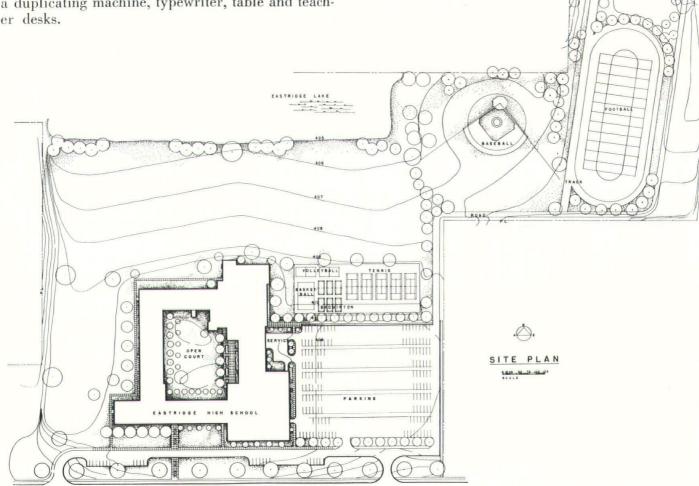
located in the various wings. Film strips and other materials that would be utilized solely by the science department, for example, would be stored together in the science wing. Equipment or films that might be used by the English and Citizenship departments would be stored in the central area.

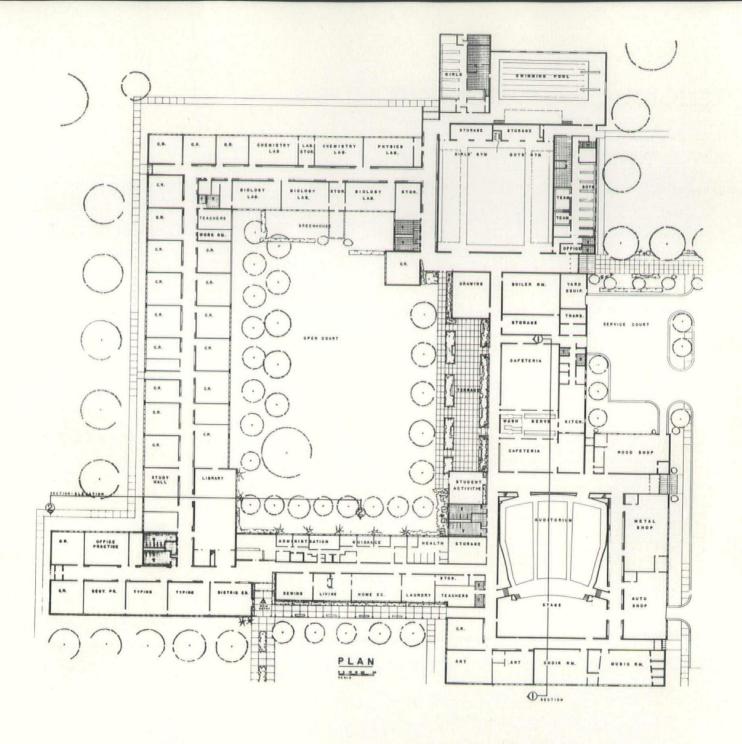
Noisy areas such as music, physical education, and shop are located on the opposite side of the

building from the general classrooms.

An unusual feature of the auditorium is a large overhead door leading from the stage across the corridor to an overhead door through the auto shop and hence outside the building. Stage props can be loaded right on the stage without double handling. Vehicles can be used as a part of stage presentation.

In addition to two teachers' rooms located in opposite corners of the building, there are three teacher workrooms. These workrooms serve as offices for heads of departments, as small meeting rooms for department meetings and as general areas for all teachers to do individual work during free periods. Each room is equipped with a sink, a duplicating machine, typewriter, table and teacher desks.





Ceramic tile walls in the lobby and corridors have provided relatively maintenance free areas as well as attractiveness. The three basic color schemes of green, yellow and gray blend in together. All service areas are in gray. These areas identify drinking fountains, fire extinguishers, storage rooms and toilets.

A scattering of single bright tiles in the corridor

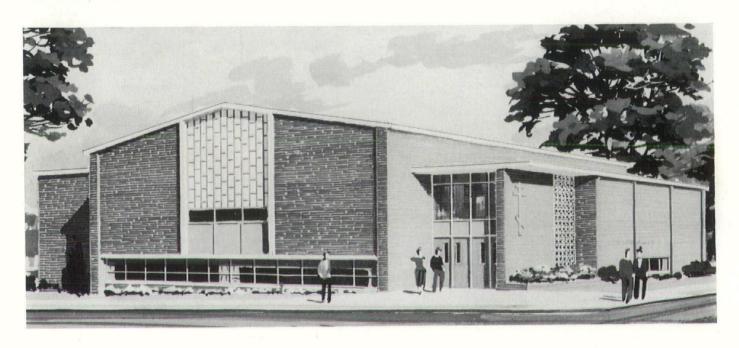
breaks up the monotony which would occur if only solid colors were used. Above the auditorium entrance there is an added attraction of a mural extending from the ceiling to door height and reaching the entire width of the auditorium. This mural features highlights in Irondequoit's history. Above the gymnasium entrance there is a mural tracing sports from Greek times to the present.

RELIGIOUS EDUCATION PROJECTS

from the office of EDWARD FLEAGLE, ARCHITECT,

Yonkers, New York

HOLY TRINITY EDUCATIONAL BUILDING YONKERS, NEW YORK



Holy Trinity Educational Building, Yonkers, New York, consisting of classrooms and general purpose room.

ALBERTUS MAGNUS HIGH SCHOOL AND CONVENT ROCKLAND COUNTY, NEW YORK



Albertus Magnus High School and Convent being constructed in Rockland County, New York. This is an 800 pupil co-educational parochial high school.

CHURCH OF THE ANNUNCIATION ELEMENTARY SCHOOL CRESTWOOD, NEW JERSEY



An eight room elementary school addition for the Church of the Annunciation, Crestwood, New York.

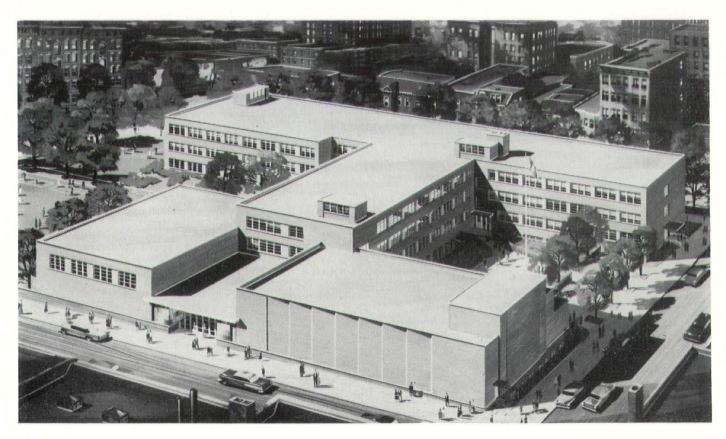


SACRED HEART PAROCHIAL SCHOOL

DOBBS FERRY, NEW YORK

JUNIOR HIGH SCHOOL NO. 136

THE BRONX, NEW YORK



This eight classroom elementary school is being built adjacent to the spacious wooded site of Mount Mercy on Hudson, which slopes down to the Hudson River. It's 267,000 cubic feet are divided among a partial basement and two classroom floors.

The basement contains a cafeteria and adjunct facilities. Due to the sloping site the cafeteria is at grade at the rear of the building and overlooks a paved play area and a wooded ravine. The main level, which is at grade in the front of the building, includes a gymnasium-auditorium, offices and four classrooms. The top floor is a repeat of the main floor classroom element.

The steel frame of the structure supports typical bar joist floor construction. The exterior is faced with rough textured brick backed up with concrete block. The windows are aluminum double hung with structural glass panels at the columns.

KIFF, COLEAN, VOSS AND SOUDER, ARCHITECTS

THE OFFICE OF YORK AND SAWYER, New York City

The site on which the building was to be located was irregular in shape and with varying levels. Also the existing outmoded school which occupied a portion of the site was to remain in use until the new building was usable and would then be removed. This further limited the planning and resulted in compromises in design.

The requirements include the following:

2,200 pupils stations in typical and special classrooms and shops.

An auditorium to seat 600 with stage, dressing rooms, music and band practice rooms adjacent.

A gymnasium for both boys and girls with locker and shower rooms below, also instructors offices and storage spaces for equipment.

Pupils cafeteria to seat 600 and Teachers Cafeteria to seat 55, with serving areas, kitchen, store rooms and dietitian's office.

The auditorium and the gymnasium are accessible from the Main Entrance Foyer of the School and can be used by the public for after-school meetings with control gates to limit the use to

these areas. Also the cafeteria can be made accessible to such groups by the arrangement of the control gates.

Due to change in grades it was possible to locate the Cafeteria on the level below the Main Entrance, which permitted easy access from the Cafeteria to the Play Area and provided a view of the Play Area from the Cafeteria. The Board considered that the possible multiple use of these facilities by the Pupils and the Public was very desirable.

Construction. Frame, reinforced concrete with some use of steel for long spans such as the Auditorium and Gymnasium.

Exterior walls, Face Brick with concrete block back up. Windows and entrance doors, aluminum.

Costs

Capital Budget — \$3,800,000.

Construction Costs — \$3,065,800.

Cubic foot Cost — \$1.48

This indicates a very substantial savings to the owner.



WILLIAMSVILLE JUNIOR HIGH SCHOOL

WILLIAMSVILLE, NEW YORK

DUANE LYMAN AND ASSOCIATES, ARCHITECTS Buffalo, New York

When the student capacity of the Williamsville High School became inadequate to house the high school population, the Board of Education decided to erect a Junior High School in which previous high school grades 7, 8, and 9 could be accommodated. Grades 10, 11 and 12 would remain in the original high school.

The Junior High School, to accommodate 900 to 1000 students, was planned along the lines of a "school within a school". Three identical academic wings with nine classrooms, two science labs, and a large educational lab accommodating 300 pupils each were planned.

The remainder of the school, common for all, consists of an auditorium seating 500, a gymnasium — 70 x 96 feet, a swimming pool complete with showers and locker rooms for boys and girls, shops (2), domestic science rooms (2), a choral and music department, cafeteria and kitchen.

One of the features of this Junior High School is a television studio with the necessary cables for television teaching to all classrooms. A language lab complete with listening booths for records and tape recording of foreign languages is a somewhat unusual feature in a junior high school.

Most of the facilities with the execption of the three academic wings are planned around an inner court 80×150 feet.

The one-story window wall design makes for a

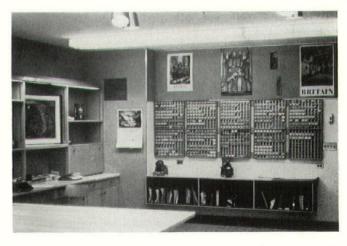
very well-lighted and cheerful building. Extensive use of color throughout enhances the general appearance. The interior finish is modest though practical. Terrazzo floor is used in all corridors and vinyl asbestos flooring in all classrooms.

The gymnasium and swimming pool are lighted with clear story 2" glass block window wall.

The entire building construction is steel frame supported on slab on ground. Heating is forced hot water concealed in furred ceiling space.

The square footage is approximately 124,000 sq. ft. and the building cost approximately \$16.00 per square foot.

The total bond issue was \$2,776,000.00.





HARBORFIELDS CENTRAL HIGH SCHOOL

GREENLAWN, L.I., NEW YORK

KETCHUM AND SHARP, ARCHITECTS New York, New York

In many instances stock school plans cannot possibly meet the particular needs of a board of education.

A good example is the Harborfields Central High School at Greenlawn, L.I., planned by Ketchum and Sharp. In this instance the client, Central School District No. 6 of the town of Huntington, already had a large site with an existing school, a junior high. It needed a new senior high.

The plan evolved by Ketchum and Sharp is an economical one, for the new school was so designed that its cafeteria, auditorium and gymnasium can be used also by students in the junior high. These facilities are central to both schools, joined to the junior high by a covered walk. Traffic flow to them is different for each school, because of careful planning.

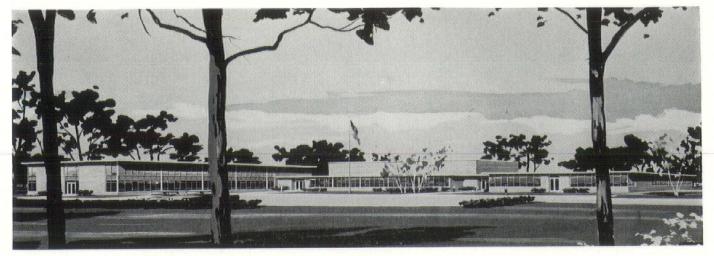
The cantilevered auditorium of the new school is an outstanding feature which could not be supplied in a stock plan. It is at the same time a more economical solution of the problem than a standard building would be.

The present pupil capacity of the Harborfields Central High School is 750. When expansion becomes necessary it can be accomplished simply by building an additional classroom wing, exactly doubling enrollment. The compact, two-story classroom wing is also an advantage for future expansion plans.

Still another feature which could not be provided in stock plans is the provision of core facilities for the larger number of students anticipated in a few years. Enlargement of such facilities is both difficult and uneconomical, but good architectural planning took into consideration future needs and thus did away with the problem.

Construction cost of Harborfields Central High School was \$1,870,000 and total project cost \$2,925,000.

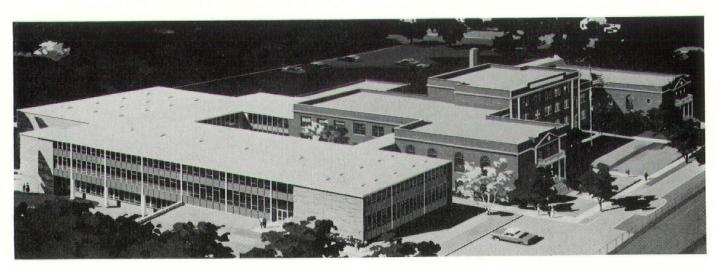




CHARLES A. SELZER ELEMENTARY SCHOOL



THE HONISS SCHOOL ADDITION



THE HIGH SCHOOL ADDITION

DUMONT "PACKAGE"

CHARLES A. SELZER ELEMENTARY SCHOOL
THE HONISS SCHOOL ADDITION
THE HIGH SCHOOL ADDITION

DUMONT, NEW JERSEY
ROBERT A. GREEN, ARCHITECT

Tarrytown, New York

A program for a community long overdue in expanding its school facilities is presented in this "package" of three schools for Dumont, N.J.

Planned here are large additions to the high school and our elementary (K-8) building and a completely new K-8 school. Dumont is a borough close to the New York City metropolitan area and all work here has been developed with the idea of "shelter" space in case of disaster. The multistory sections have a reinforced concrete frame with 10" flat slab floors and roof to implement this concept. General overall costs for the three buildings are projected at about \$17.00 per square foot.

The new Selzer elementary school has a straightforward plan with multiuse and administration areas flanked by a small one story kindergarten and primary wing and a larger two story wing housing 4th through 8th grades. The upper floor of this two story wing is devoted to 7th and 8th grades with the younger children housed on the ground floor.

Additions to the Honiss School follow a similar plan adapted to the existing building.

The High School addition is more complex and was particularly limited by a very tight site condition. Most of the special use areas such as science, mechanical drawing, art, crafts, shops, library, etc., are concentrated in the new construction with alteration work being confined to administrative offices and standard classrooms.

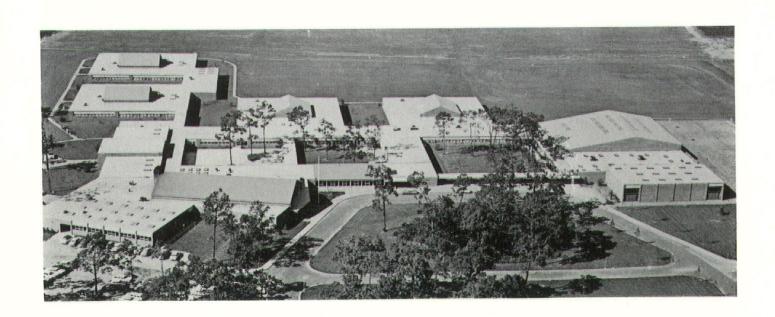
Economy in the project has been aimed at by incorporating a standard structural system and standard details throughout all three buildings and by offering the entire package for bids rather than by individual buildings. Bids were received May 12th, which will prove or disprove the soundness of the approach.

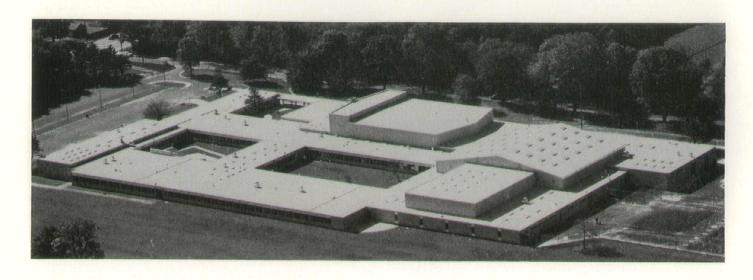
SYOSSET JUNIOR-SENIOR HIGH SCHOOL

SYOSSET, L.I., NEW YORK

EGGERS AND HIGGINS, ARCHITECTS
New York, New York

Planned as a Junior-Senior High School on a 73 acre site with a 1760 student capacity, Syosset is expandable to a 2360 capacity (with planned additions). Syosset was designed for a middle and upper-middle income community. The construction cost was \$3,258,910 (site work, etc. extra). It was designed so that the students are divided into four distinct "little school" units, each little school containing classrooms, laboratories, a reference library, rest rooms, and a central "project area" (see four rectangular units on rear, project area roof projects 1½ stories). Shared facilities are shown, l. to r. industrial arts, cafeteria, auditorium, student center and lobby (center) with gymnasium facilities on left.





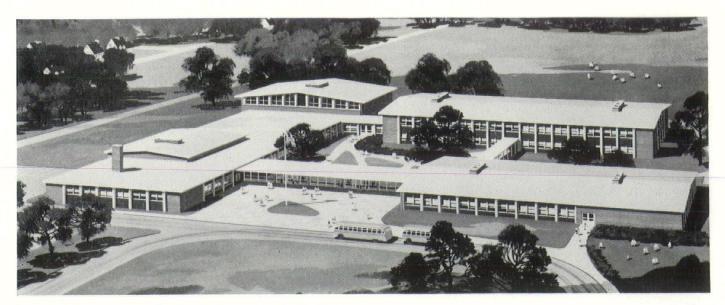
WESTBURY HIGH SCHOOL

WESTBURY, L.I., NEW YORK

EGGERS AND HIGGINS, ARCHITECTS
New York, New York

An 800 student school designed to expand to 1200 students, Westbury High is located on a 33.39 acre site. It contains almost 138,000 sq. ft (or 170 sq. ft. per pupil), and was built at a cost of \$2,688,000, or \$20.02 per sq. ft. Westbury's parents are in the middle and upper-middle income bracket. They wanted a fine school for their children and a school-community center where activities of a civic, athletic, and a cultural nature could be participated in by parents and children.

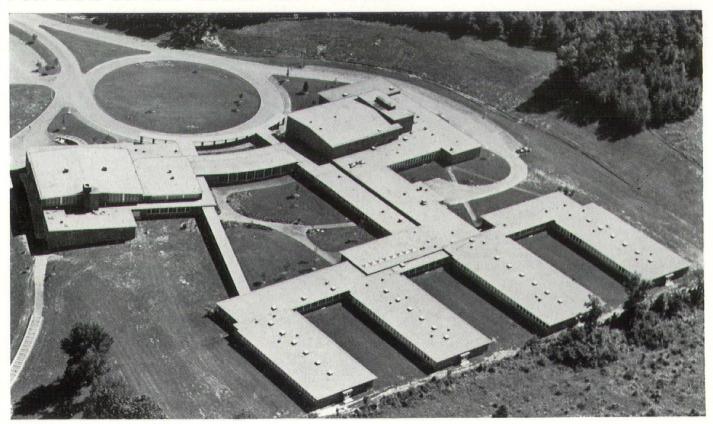
In photograph: the 1200 seat auditorium is shown on far side, (fronting road) with the cafeteria, lobby, the double gymnasium, and (foreground right) the swimming pool adjacent. These are the community facilities as well as those used by the students. The classroom wings are shown to the left with the library connecting the two academic wings, creating two quiet "quadrangles", where students can lounge about and study out of doors. On the far left adjacent to the parking area are the shops, home planning and other special classrooms.



HARBOR HILL ELEMENTARY SCHOOL

MOORE AND HUTCHINS, ARCHITECTS NEW YORK, NEW YORK

FOX LANE JUNIOR - SENIOR HIGH SCHOOL



HARBOR HILL ELEMENTARY SCHOOL

NORTH ROSLYN, L.I., NEW YORK

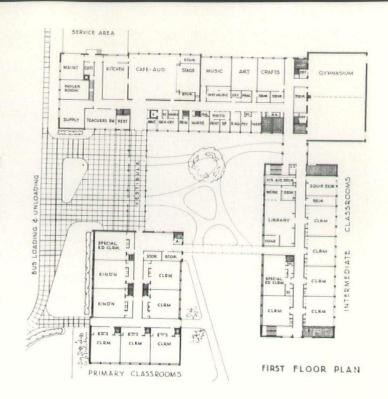
1200 pupils. Completed 1958—Cost, building only \$2,486,843. \$17.54 sq. ft.—\$2,072 per pupil. Special Features:

Very ample site, difficult site planning—but space for all one-story structure.

Subdivision of building into Junior and Senior Areas.

Students' Common Room between the two main entrances.

Conference-Work Rooms adjoining major class-rooms except special purpose classroom.



FOX LANE JUNIOR-SENIOR HIGH SCHOOL

CENTRAL SCHOOL DISTRICT NO. 2 BEDFORD, NEW YORK



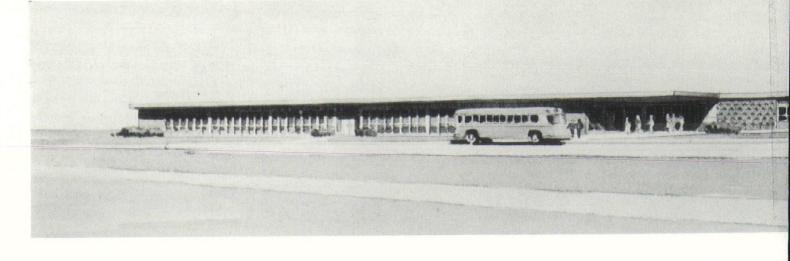
650 pupils. Under construction. Contracts awarded March, 1960. Cost, building only \$933,500. \$15.73 sq. ft.—\$1,436 per pupil. Special Features:

Limited site, therefore partial two-story construction.

Bus driveway and automobile driveway separated.

Provision of Special Education Classroom.





TWO ELEMENTARY SCHOOLS FOR GREECE CENTRAL SCHOOL

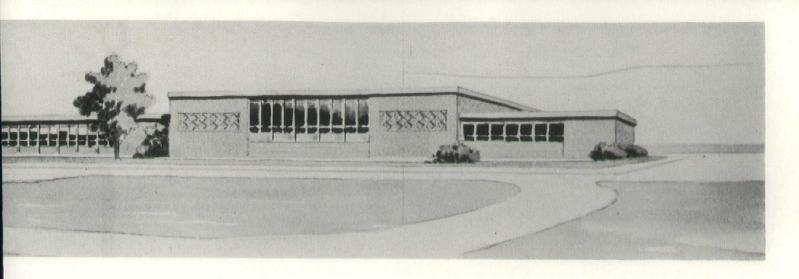
ENGLISH VILLAGE AND AUTUMN LANE GREECE, NEW YORK

FARAGHER AND MACOMBER, ARCHITECTS Rochester, New York

The Greece Central School District No. 1, which in September 1960 will comprise 7,000 children, has completed the first phase of construction for their newly centralized District by building four new 600 pupil elementary schools and one 1,500 pupil high school, which were designed by four different firms of architects, and by considerable remodelling of existing schools.

Their current program is building two more elementary schools of 600 pupil capacity each, for which ground was broken this April. The experience gained in the study by the Board's Building Committee and the Citizens Committee with the Architects for the two new elementary schools resulted in the reduction of their square footage requirements from between 42,370 and 46,000 square feet for their previously constructed elementary schools, to 39,000 square feet for the two new schools with the same educational and pupil requirements. To accomplish this reduction, the values of all special use rooms were analyzed to determine where multiple use might serve the schools efficiently and where previously conceived areas, after evaluation, might be reduced by rearrangement and by use of storage equipment within the rooms.

Two sites were selected and purchased by the District after careful evaluation by the Superintendent of Buildings and Grounds, Mr. Charles L. Haight, and the Architects, and two individual de-



DISTRICT NO. I

signs of 39,000 square feet each were developed to present to the District. The vote on this proposal was lost.

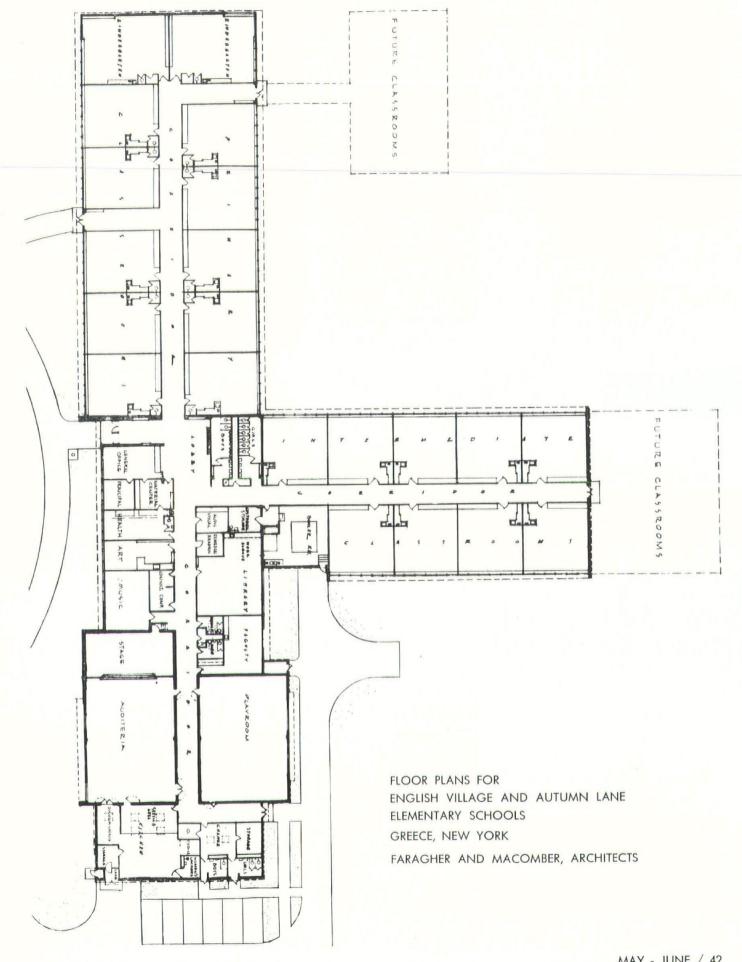
At this point a new enlarged Citizens Committee was appointed with proponents and objectors to the program included. This Committee met with the Administration, Building Committee, Superintendent Haight, and the Architects, and reviewed the procedure and study which produced the designs. Their recommendation and conclusion after review was to ask the Board to resubmit the same proposal but to select one design from the two previously submitted for the two sites, altering the design selected to fit the conditions of the second site. The second use to reflect a saving on working drawing drafting time, and a reduction from the Architects' fee to reflect this saving in his cost. A further benefit to bid the jobs concurrently to give all possible advantage to volume buying by the prime contractors who would bid the buildings singly for each site and together as one project.

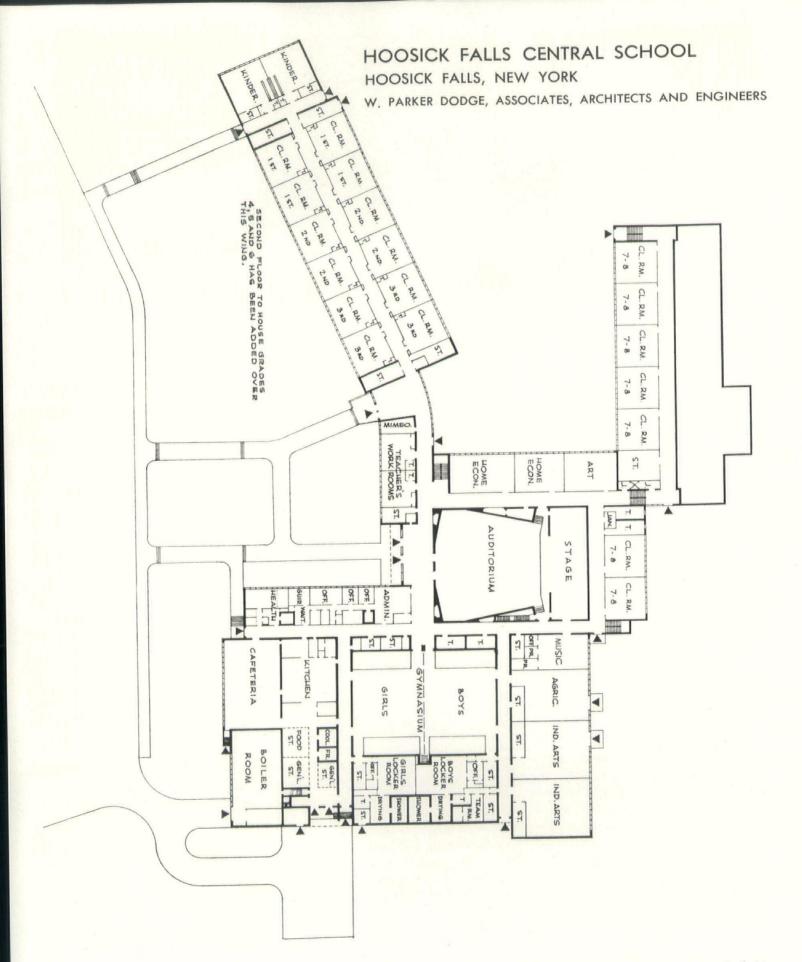
This program was adopted and the bidding so received, with the result that both buildings as one contract with each of four prime contractors was the most reasonble solution. The cost of construction for the two schools for 600 pupils each gave a unit cost per pupil of \$875.91, while the square foot cost was about the average for this area of \$14.20 per square foot. This saving below the budget set before the first vote results in approximately

\$300,000 to the District for a saving of \$365.00 per pupil from the previous experience in this District.

A saving can be assured for an economical elementary school consistent with a quality educational program only by the following means:

- Continuing and repeated conferences with teachers and administrators to plan for economy and functionalism.
- 2—Conferences with the Board of Education, Superintendent of Buildings and the Architects.
- 3—A comprehensive and extremely objective study of the building plans by volunteer members of the community.
- 4—The proper timing of submission of contractors' proposals with the other area projects to assure care in pricing.
- 5—Attempt to develop clear and concise specifications.
- 6—Develop carefully detailed drawings to eliminate the need of interpretation by the contractors.
- 7—Reduction of excess circulation from corridors and minimizing perimeter enclosure of exterior walls.
- 8—Use of stock items of equipment purchased by competitive bidding where available.





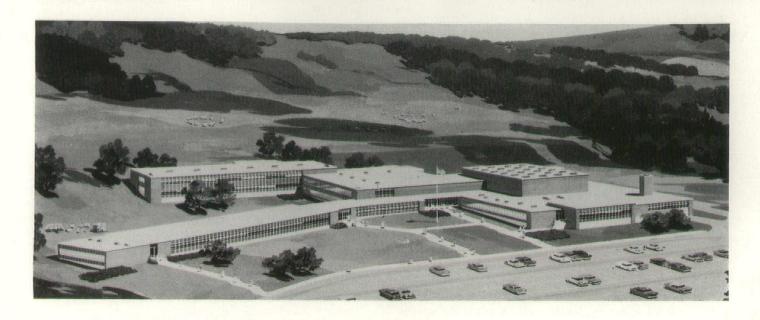
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HOOSICK FALLS CENTRAL SCHOOL

HOOSICK FALLS, NEW YORK

W. PARKER DODGE ASSOCIATES, ARCHITECTS AND ENGINEERS Rensselaer, New York

The Hoosick Falls Central School District was formed in 1955 by the centralization of the Union Free School District in the village of Hoosick Falls with 19 surrounding small school districts. At the time of centralization of the high school, an elementary school was being operated in the village of Hoosick Falls with one room schools in the outlying districts.

The problems were those of high maintenance costs on old buildings, remodeling and modernization costs, expensive and complicated transportation system. The opportunity to improve the curriculum due to the advantages which accrue to larger educational units gave rise to the problem of how to take advantage of this opportunity to the fullest without exceeding the ability of the community to pay for its educational plant and services.

The main topographical feature in the Hoosick Falls Central School District is the valley of the Hoosick River. Most of the usable land of the district is seldom level and the sub-surface conditions vary between fluid silt and clean coarse gravel. The new Hoosick Falls Central School reflects in its design and site utilization both of these factors.

The location of the building on the site permits use of the level best drained land for outdoor physical education and also permits gravity drainage of sewage to the only large gravel deposition on the site. To avoid extensive grading work and simplify foundation construction the building was designed in levels stepping upward with the grade.

The idea of maximum economy consistent with the curriculum and maintenance has been carried out. The classroom elements are designed with double loaded corridors keeping total amount of corridor space at a minimum and avoiding the necessity of outside corridors to keep non-educational space at a minimum. In order to avoid the appearance of drab tunnels the corridors are designed with alcoves and areas for educational display patterned block and brick. Above the lockers in the high school wing of the building and

above the wardrobes in the elementary section a continuous band of glass from door to door fills the space to the ceiling.

The auditorium seating 700 was designed with the idea of maximum education value, economy and pleasing architectural appearance. The basic idea developed was that the most important activity, the focal point of this space should be the actors or speakers using the stage. Maximum attention was devoted to getting the speech of music originating on the stage to all auditors and providing all with optimum seeing conditions as well.

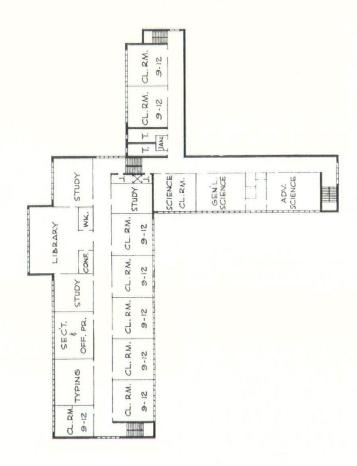
The gymnasium has an acoustical roof deck to reduce noise and reverberation without the additional cost and maintenance problems of separate, fragile acoustical ceiling. The walls are painted concrete block with padded safety type wainscoting at the end walls under the baskets to provide safest possible conditions. Natural light is provided through skylights.

The classrooms and the libraries, the core of the educational program have designed from the same standpoint. The Kindergartens and the primary rooms are completely self contained units. Each room has its own toilet facilities, drinking fountains, island work counters with work sinks, individual tote trays for each student and storage space for the teachers supplies and personal effects. The high school spaces are similarly designed for today's curriculum and for the future. Chalkboards and corkboards can be relocated by merely unscrewing them from the wall and installing in new locations where desired. Where there is a possibility or change in service requirements, such as the electrical load in the three shops, underfloor duct systems have been provided to make such changes economical, quick and easy.

Building materials have been selected for ease of maintenance and attractive appearance. Outside the building the parking areas are completely paved and sidewalks are concrete. The building exterior is face brick for masonry areas with aluminum window-walls and porcelain enamel panels for the remainder of the areas. Each classroom has a large window unit equipped with operating hardware which will permit students from that space to exit directly to the outside in case of emergency.

The same consistent search for educational value, economy and low maintenance has been carried through into the mechanical design of the structure. The heating system is designed to operate on No. 6 fuel oil. The most economical fuel available. The electrical system is designed to distribute electrical service at 440/277 volts instead of the more conventional 208/120 volt system. The student spaces are lighted with fluorescent lights operating at 277

volts instead of the more usual 120 volts. In order to provide service voltages for convenience outlets and small motor loads, small remote transformers are located throughout the building near the point of use of service. This system has realized a saving of about 20% in electrical contract. In the plumbing work again instead of heating all hot water in the boiler room and distributing heated water throughout the building, hot water, as required, is heated near the points of use in remote water heaters. This will realize savings not only during

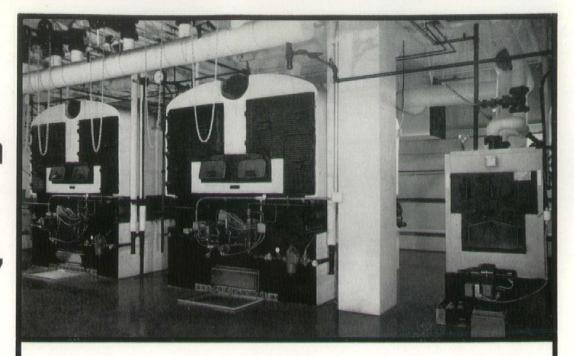


the school year but during summer and vacation periods when only the water needed for maintenance purposes need be heated.

Thus we see that the School Board-Administrator-Architect team, now augmented by the building contractors is functioning to provide for the residents of the Hoosick Falls Central School District a building of maximum educational value with an attractive architectural appearance and at the lowest first and operating costs consistent with these ideals.

Credits: Heating and Ventilating and Electrical engineering by J. L. Ottenheimer and Associates. General Construction—L. A. Sawyer Co., Inc. Mechanical Construction—Trojan Hardware Co.

Two
H. B. Smith
BIG
MILLS 640,
20-Section
boilers
heat new
Longfellow
School



NEW LONGFELLOW SCHOOL IS HEATED BY TWO BIG MILLS 640 20-SECTION BOILERS — Two Big Mills 640 20-section 200 horsepower oil-fired steam boilers heat the school. H. B. Smith No. 250 6-section boiler, at right, supplies domestic hot water for all school needs.

Architect: Toby Vece, Bridgeport

Mechanical Engineers: Hill & Harrigan, New Haven

Heating Contractors: A & M Piping Contractors, Inc., Bridgeport



BRIDGEPORT CONTINUES TO SAVE MONEY WITH H. B. SMITH CAST IRON BOILERS -

Bridgeport, Connecticut, has taken a long look into the future in designing and equipping the new Henry Wadsworth Longfellow Elementary School. Architect Toby Vece and Mechanical Engineers Hill and Harrigan not only designed a building of exceptional utility and appearance, but most carefully selected equipment which would provide extra years of efficient service with lowest maintenance. Thus future school department funds could be channelled to *educational* purposes rather than repairs and maintenance.

Bridgeport's Maintenance Director Albert A. Snyder's records of past boiler performance in the city schools led officials to concur wholeheartedly in the recommendations of Paul D. Harrigan, Consulting Engineer in selecting two 640-S-20 Mills boilers for this fine new building.

H.B. Smith CAST IRON BOILERS

WHEN IS AN ARCHITECT



Gibson B. Witherspoon, a charter member and president of Scribes, has been an associate editor of the Commercial Law Journal since 1945, and is a member of the House of Delegates of the American Bar Association. He is also a Fellow of the American Bar Association. Mr. Witherspoon has contributed many articles on legal subjects to numerous legal and trade publications. He is a past president of the Mississippi State Bar, and belongs to the 1.A.I.C., Federation of Insurance Counsel, Association of Insurance Attorneys, and the Probate Attorneys Association.

Historical

Under the Code of Hammuribi, the Babylonian justice for a builder was both swift and severe. Death was required "of a builder's son for a house being so carelessly built as to cause the death of the owner's son". The Romans continued the vogue of lex talonis.2 From the monument of Babylonian law the pendulum swung to the furthest extreme in the English law of no liability. So drastic a change required nearly four thousand years. The early British barristers developed a rule that an architect's or engineer's duty is not merely ministerial but that he is in a position of an arbitrator between the parties so that he could not be held liable for the result of his decisions so long as it was free of fraud or collusion. Everywhere there was a refusal to give either grounds or reasons for his decisions, it was held no aid to the plaintiff, the court holding that this super arbitrator was not required to give either reasons or opinions.3

The early decisions in America followed the English rule, regarding the architect or engineer, and holding the quasi-arbitrator not liable for

¹Encyclopedia Britannica (14th Edition), page 864.

³Stevenson v. Watson (1879) LR4CP Div. 148—40 LTR (NS) 485.

BY GIBSON B. WITHERSPOON MERIDIAN, MISSISSIPPI

negligence in making decisions. In modern times the pendulum is slowly swinging away from the English rule and our early cases. The architect's or engineer's decision is binding on all parties but liability is governed by our common law rules of negligence. In at least three general classes of cases, an architect or engineer has been held liable for his negligence.

Responsibility for Defects Attributed to Plans and Specifications

An architect, in preparation of plans, drawings and specifications, owes to his employer the duty to exercise his skill, ability, judgment and taste both reasonably and without neglect.⁵ As to the measure of damages for defects of construction attributable to the lack of skill either in preparations of plans or supervising of construction, there are two distinct rules depending on the character of the defect rather than different jurisdictions. If

⁴See "Immunity of Arbitrators", 3 Am. Jurisprudence; Arbitration and Award, Par. 100, pg. 928.

²"Like for Like—Punishment of an injury by an act of same kind—Eye for Eye", Black's Law Dictionary (3rd Edition) page 1781.

⁵Looker v. Gulf Coast Fair, 203 Ala. 42, 81 So. 832; Bayshore Development v. Bondfoey, 75 Fla. 455, 78 So. 507; Block v. Happ, 144 Ga. 145, 86 S.E. 316; Trunk and Gordon v. Clark, 163 Iowa 620, 145 N.W. 277; Kortz v. Kimberlin, 158 Ky. 566, 165 S. W. 654; Simpson Bros. Corp. v. Merrimac Chemical Co., 248 Mass. 346. 142 N.E. 922; Chapel v. Clark, 117 Mich. 638, 76 N.W. 62, 72 Am. St. R. 587; Dysart-Cook Mule Co. v. Reed & Heckenlively, 114 Mo. App. 296, 89 S.W. 59; Major v. Leary, 241 App. Div. 606, 268 N.Y.S. 413; White v. Pallay, 119 Ore. 97, 247 P. 316; Presnall v. Adams (1919, Texas Civ. App.) 214 S.W. 357; Shipman v. State, 43 Wis. 381. This rule is also followed in Canada, Couchon v. MacCosham, 19 D.L.R. 708. Because of the contractual relation with the owner, a principalagent relationship exists. 6 C.J.S. Architects, Par. 7 (1937).

OR ENGINEER LIABLE?

the defects can be remedied, this cost is the measure of damage.6 Where the structure cannot be corrected without unreasonable or disproportionate expense, the measure of damages is the difference between the value of the building as designed and built and the value it would have had, if it had been properly constructed and designed.7 The test is if the defect is so intimately connected with the body of the structure, or is so inherent in some permanent part of the structure that it cannot be remedied at reasonable expense or without tearing it down and rebuilding it, then proper measure of damages is the difference between the value of the building now and the value it would have had if it had been made upon correct plans and specifications.8

Complications arise where there are two causes contributing to the defect. The architect is only liable for his part thereof, but he is not allowed anything for the preparation of the plans as he

failed to supply proper ones.9

Efficiency of an architect in the preparation of plans and specifications is tested by the rule of ordinary and reasonable skill usually exercised by

⁶Schreiner v. Miller, 67 Iowa 91, 24 N.W. 738; Truck and Gordon v. Clark, 163 Iowa 620, 145 N.W. 277; Barraque v. Neff, 202 La. 360, 11 S. 2d 697; Dysart-Cook Mule Co. v. Reed & Heckenlively, 114 Mo. App. 296, 89 S.W. 591; Swartz v. Kuhn, 71 Misc. 149, 126 N.Y.S. 568; Cheaverini v. Vail, 61 R. I. 117, 200 Atl. 462.

one in the profession.¹⁰ But an architect undertaking to prepare plans does not imply or guarantee either a perfect plan or satisfactory result.¹¹

These general principals attributed to the error in the plans or specifications of the architect usually occur when: 1. The fixtures are not adequate for their intended use: 2. The roof, floors or walls become cracked¹², buckle or collapse¹³; 3. The foundation is not sufficient to provide adequate support14; or 4. The waterproofing is not sufficient to prevent leaks or seepage. Occasionally the owner claims that the architect is responsible for defects in the work which are alleged to have been caused by improper or unsuitable materials prescribed in the specifications. These are usually claimed as offset or counter-claims where the architect sues the owner for fees for preparation of plans and specifications.15 But where there is error or oversight in the preparation of the plans necessitating repairs, nevertheless they could not be made with unnecessary expense or in an extravagant form and recover the amount of the disbursements16 where an architect was employed to complete a building according to the plans and specifications of a preceding architect. The supervising architect was not responsible to the owner for errors or mistakes in such plans nor could he be held responsible if the quality of the materials and workmanship prescribed did not meet the approval and expectation of the owner. The supervising architect was required to complete the building in a reasonably careful and skillful manner and in substantial compliance with the plans and specifications of the original architect who prepared them.

Liability For Personal Injury or Death Caused by Improper Plans or Designs or Specifications

In early cases frequently it was declared that no cause of action in tort could arise from a breach of contract unless there was between the defendant and the injured plaintiff what was termed "privity of contract". In more modern times this doctrine

11While v. Pallay, 119, Ore. 97, 347 P. 316.

⁷Bayshore Development Co. v. Bondfoey, 75 Fla. 455, 78 So. 507; Truck and Gordon v. Clark, 163 Iowa 620, 145 N.W. 277.

⁸³ Am. Jur., Architects, par. 20.

⁹Boyd v. Foster, 202 III. App. 251; Cauchon v. Mac-Cosham (Can.) 28 West LR 500, 19 DLR 708, 25 A.L.R. 2d 1085.

 ¹⁰Am. Surety Co. v. San Antonio Loan & Trust Co., 101
 Tex. 63, 104 S.W. 1061, 22 L.R.A. (N.S.) 364, 130 Am.
 St. Rep. 803.

¹²Hill v. Polar Pantries, 219 S.C. 263, 64 S.E. 2d 885, 25 A.L.R. 2d, 1080.

¹³School District of King Co. v. Josenbaus, 88 Wash., 624, 153 P. 326.

¹⁴White v. Pallay, 119 Ore. 97, 347 P. 316.

¹⁵Stewart v. Boehme, 53 Ill. App. 463.

 ¹⁶Bayshore Development Co. v. Bondfoey, 75 Fla. 455,
 78 So. 507, L.R.A. 1918D 889.

¹⁷May v. Howell, 32 Del. 221, 121 Atl. 650.

¹⁸³⁸ Am. Jur. 662, Negligence, Par. 21.

has been limited in some jurisdictions, modified in many states, and rejected by others. 19 The court in New York20 held a manufacturer of an inherently dangerous Buick automobile liable for injuries to remote users. Dean Prosser²¹ declared, "There is no visible reason for any distinction between the liability of one who supplies a chattel and one who erects a structure." Pennsylvania was one of the first courts to follow this line of reasoning and held, "There is no reason to believe that the law governing liability should be, or is, in any way different where real structures are involved instead of chattles. There is no logical basis for such a distinction. The principle inherent to liability cannot be made to depend merely upon the technical distinction between a chattle and a structure built upon the land."22 Architects, engineers and contractors should be liable to persons with whom they have no privity of contract for injuries sustained, even after the erection of a dangerous structure under the same principles of negligence applicable to manufacturers.23 Some authorities hold that the proper test of liability is whether the manufacturer, architect or builder should recognize that his failure to exercise reasonable care in-

¹⁹13 A.L.R. 2d 191; 58 A.L.R. 2d 865 and 165 A.L.R. 569: Manufacturer's liability for negligence causing injury to person or damage to property, of ultimate consumer or user."

²⁰MacPherson v. Buick Motor Co., 217 N.Y. 382, 111 N.E. 1050, L.R.A. 1916F, 696. Analysis of decisions in which a remote user has recovered in tort from a manufacturer, supplier or contractor for example are: sudden collapse of an imperfectly constructed scaffold—Delvin v. Smith, 89 N.Y. 470; Faulty erection of concrete ceiling-Adams v. White Construction Co., 299 N.Y. 641, 87 N.E. 2d 52; Breaking of poorly made handle on coffee urn, Hoening v. Central Stamping Co., 273 N.Y. 485, 6 N.E. 2d 415; Explosion of defectively manufactured soda bottle—Smith v. Peerless Glass Co., 259 N.Y. 292, 181 N.E. 576; Explosion of an electric transformer improperly packed—Rosenbrock v. General Electric Co., 236 N.Y. 227, 140 N.E. 571. When chattel was a type inherently dangerous to human safety, Huset v. J. I. Case, 120 Fed. 865.

²¹Prosser on Torts (2d Ed., 1955) Par. 85, page 517;
 13 A.L.R. 2d 191 Restatement Torts, Par. 385.

²²Foley v. Pittsburg-Des Moines Co., 363 Pa. 1, 68 A, 2d 517. See also George v. Sturgis, 56 App. D.C. 364, 14 F. 2d 256. Ford v. Sturgis, 56 App. D.C. 361, 14 F. 2d 253, 52 A.L.R. 619, which was overruled Hanna v. Fletcher, 97 App. D.C. 310, 231 F. 2d 469, 58 A.L.R. 2d 847 "insofar as it stands for the general rule that a person injured by reason of a contractor's negligence cannot recover from the contractor if the injury occured after the product of his defective work was accepted by the party who engaged him." Clemens v. Benzinger, 207 N.Y.S. 539.

²³Person v. Cauldwell-Wingate Co., (2 Cir.) 176 F. 2d 237, 8 Syracuse Law Review 95, 55 Mich. Law Rev. 603. volves an unreasonable risk of causing substantial bodily harm to those gainfully using the chattle or structure in a manner and for a purpose for which it was created.24 Indemnity from the claims of third persons is due a tortfeasor who has a contractual right to expect his joint tortfeasor to do that, which if it had been done as agreed, no injury would have resulted.25 "Thus an architect or engineer in preparing plans and specifications for the construction of a building under employment by the owner, is following an independent calling, and is doubtless responsible for any negligence in failing to exercise the ordinary skill of his profession, which results in the erection of an unsafe structure whereby anyone lawfully on the premises is injured."26

"By undertaking professional service to a client, an architect impliedly represents that he possesses, and it is his duty to possess, that degree of learning and skill ordinarily possessed by architects of good standing; practicing in the same locality. It is his further duty to use the care ordinarily exercised in like cases by reputable members of his profession practicing in the same locality; to use reasonable diligence and his best judgment in the exercise of his skill and the application of his learning in an effort to accomplish the purpose for which he is employed."27 But there are limitations on the duties of an architect. "The responsibility of an architect does not differ from that of a lawyer or physician. When he possesses the requisite skill and knowledge and in the exercise thereof has used his best judgment, he has done all that the law requires. The architect is not a warrantor of his plans and specifications. The result may show a mistake or defect, although he may have exercised the reasonable skill required."28

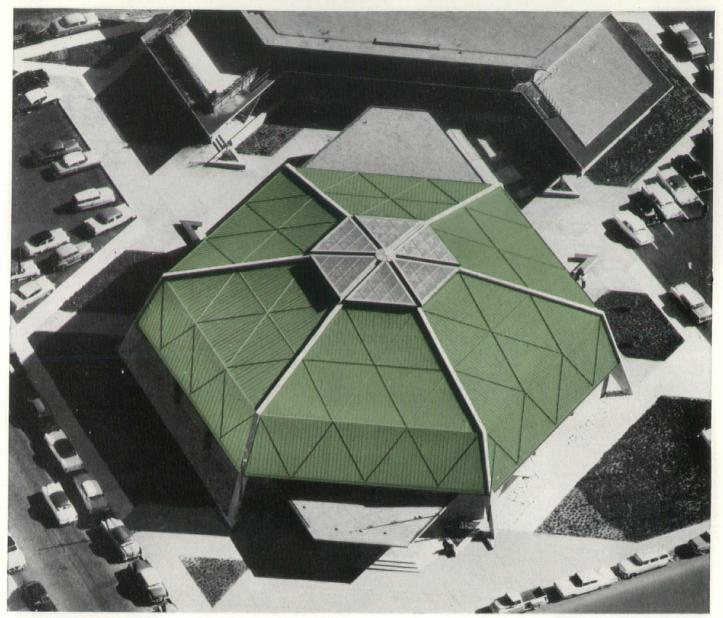
An architect was held not liable when he was employed by a school trustee to draw plans and specifications for a school building which met with the approval of the trustee, where a child fell over a wall onto a concrete floor. The alleged negligence was based on the absence of a guard rail.²⁹ The court laid great stress on the theory that a public officer invested with discretion, when exercising his judgment in matters brought before him, (Continued on page 52)

²⁴Restatement of The Law of Torts, Par. 385, page 395.
 ²⁵John Wanamaker v. Otis Elevator Co., 228 N.Y. 192, 126 N.E. 718.

²⁶Patter v. Gilbert, 115 N.Y.S. 425, 196 N.Y. 576, 90 N.E. 1165.

²⁷Paxton v. Alameda County, 119 Cal. App. 2d 393, 259 P. 2d 934.

 ²⁸Bayne v. Everham, 197 Mich. 181, 163 N.W. 1002.
 ²⁹Sherman v. Miller Construction Co., 90 Ind. App. 462, 158 N.E. 255.



Copper gives lasting beauty to outstanding design

Whether viewed from ground level or from nearby Golden Gate Bridge, the copper roof of the Longshoremen's Memorial Building in San Francisco contributes much to the modern architecture of the structure.

Although each segment of the hexagonal mansard roof appears to consist of fifteen separate triangular roof areas, actually the standing seam copper roof is continuous on each slope between the concrete bents. The diagonal copper battens which create the pattern are above the standing seams.

Economy Copper Roofing, an Anaconda product, was selected because it provides a lasting and beautiful roof covering at savings in material and installation costs. Weighing 10 ounces per sq. ft., the standard sheets 16" x 72" are easy to handle and eliminate waste in forming roof pans of desirable dimensions.

Write for our "Modern Sheet Copper Practices"—109 pages of drawings, specifications and general information on copper sheet metal work. The American Brass Company, Waterbury 20, Conn.



Memorial Building of the International Longshoremen's and Warehousemen's Union, San Francisco. ARCHITECT: Henry Hill, San Francisco. The dome is sheathed with about 18,000 sq. ft. of Economy Copper Roofing installed by Fire Protection Products Co., San Francisco.

Economy Copper Roofing

an ANACONDA® product

made by The American Brass Company

When Is An Architect Or Engineer Liable?

(Continued from page 50)

is immune from liability to persons who may be injured as the result of an erroneous or mistaken decision, provided he acts within the scope of his authority and without either willfulness, malice or corruption.30 The court held the architect was employed simply to draw plans and specifications for the school building; that the plans and specifications prepared were submitted to the trustee, discussed, changed, modified and corrected and finally approved; that thereafter the school was constructed according to the new plans and specifications. "It would be a strange rule of law which would excuse the act of the official in passing upon the plans and adjudging them sufficient and yet would hold the person who drew them liable in damages because of alleged incompetance."

The third classification involves those cases where injury or death results to persons working on a structure when it collapses as a result of the architect's defective plans or designs. These cases arise before the building is completed. The two previous illustrative classifications arose after

completion.

In an interesting and illustrative case the architect was held liable.31 The plaintiff's intestate was employed by a contractor engaged in the erection of structural steel for a grandstand. Fatal injuries were sustained when he was struck by a steel column which fell because a wrong type bolt had been used to anchor it to concrete which had not hardened sufficiently to bear the strain of the column. Judgment was rendered against the contractor who did the concrete work, the contractor doing the structural steel work and the architect, who was also supervising. The appellate court affirmed the judgment and liability of the architect. Liability could be predicated on his supervisory activities, namely his failure to notify the contractor engaged in the erection of structural steel of the true conditions, after authorizing and directing the placing of the anchor bolts in the drilled holes with their strength as supports wholly dependent on the resistance of the unhardened cement, or it could have been based on the defect of the original plans in which the type of anchor bolt to be used was not specified. The architect approved the detailed plans perpared by the contractor in which the improper type of bolt was specified. "For defects in the original plans and the approval of detailed

³⁰43 Am. Jur. 662, Negligence Par. 21.

plans arising from negligence on the part of the architect liability resulted." Where there is a latent or concealed defect resulting in injury, the liability results.³²

Liability of Architect or Engineer for Improper Issuance of Certificate

American Institute of Architects has zealously fought to preserve the high standing of all architects in the courts of our nation and especially to preserve the immunity which its members have enjoyed for centuries. The members of this outstanding association are loyal and fraternal in the defense of their members, and if you try to prove lack of good faith, fraud, failure to exercise skill and care or even simple negligence you would be confronted by a most difficult situation. Your status would be analogous to a plaintiff in a malpractice case who wishes to produce a disinterested doctor. In all the early cases, and usually, the architect's certificate is agreed to be conclusive as between the parties and as he is acting in a dual capacity and quasi-arbitrator there is no resulting liability.33 The reasoning of these early cases was based on the contract wherein the plaintiff owner and the contractor had both agreed that the architect would be the sole arbitrator.34 Then the courts held that an architect who was negligent in approving a contractor's claim for a greater amount than was actually due, was liable to the owner for the excess payment made in reliance on the certificate but not for the cost of completing the building in accordance with the contract terms.35 Where defects in construction were discovered after a supervising architect had given the final certificate, evidence of such defects might give rise to a claim for damages in recoupment in the architect's action for his services, but a showing of negligence did not constitute a complete defense to the claim for compensation.36 Architects being skilled persons are held to a higher degree of care than unskilled persons and if they fail in the duty owed either in the preparation of the plans or in the supervision of the work, liability would result for the damages proved by the owner.37

(Continued on page 70)

³⁶Lindberg v. Hodgen, 89 Misc. 454, 152 N.Y.S. 229. ³⁷Pierson v. Tyndall (1894, Texas) 28 S.W. 2d 232.

 $^{^{31}}Clemens\ v.\ Benzinger,\ 221\ App.$ Div. 586, 207 N.Y.S. 539.

 $^{^{\}rm 32} Campo\ v.\ Scofield,\ 301\ N.Y.\ 468,\ 95\ N.E.\ 2d\ 802.$

³³42 L.R.A. (N.S.) 282, Anno. Cases 1913E653. Also Immunity of Arbitrators See 3 Am Jur., Arbitration, Par. 100.

³⁴Corey v. Eastman, 166 Mass. 279, 44 N.E. 217, 55 Am. St. Rep. 401, Wilder v. Crook, 250 Ala. 424, 34 So. 2d 832.

 ³⁵Bump v. McGrannahan, 61 Ind. App. 136, 111 N.E.
 640. See the early case (1899) Lasher v. Colton, 80 Ill.
 App. 75

45 YEARS OF PROGRESS 1915 - 1960

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BUILDING ON PEAT

by LOUIS J. GOODMAN, P.E. Consulting Soils Engineer, Associate Professor of Civil Engineering, Syracuse University; and CHARLES N. LEE, Assistant Professor, New York State University College of Forestry.

This article deals with the feasibility of preloading sites underlain with peat to permit the use of conventional shallow foundation treatment for light structures where some settlement can be tolerated. It covers the necessary field and laboratory investigations and summarizes the results of a recently completed project.

INTRODUCTION

When a building or an embankment is to be constructed over very compressible soil, such as peat, it is common practice to employ one of the following procedures to insure stability of the structure and to prevent intolerable differential settlements:

- 1. By-pass the peat by the use of piles.
- 2. Remove the peat and replace with selected materials.

The above methods are widely used today and will continue to be used, particularly for heavy buildings and first class roads where settlements must be kept to a minimum. However, they are often expensive and many projects proposed for sites found to be underlain with peat have been abandoned because of the foundation costs involved. It is therefore apparent that some other type of foundation treatment, such as site preloading, might be desirable for projects where some settlement can be tolerated.

Unfortunately, very little work has been done in determining the engineering properties of peat which must be understood to determine the feasibility of site preloading. This is an area of study in the field of soil mechanics that should become more important as more so-called difficult sites become destined for use.

DEFINITION OF PEAT

Peat represents the first major stage in the decay process of vegetable matter that accumulated in the swamplands of the earth many years ago. It is generally defined by engineers as a fibrous, partially decomposed organic material or as a soil containing large amounts of fibrous organic matter. Taylor⁽¹⁾ very aptly describes peat as a "par-

tially carbonized vegetable matter which has low shearing strength, is often permeable, is always extremely compressible, and is the poorest foundation material imaginable. It is easily recognized by its dark color, its fibrous nature, and its odor of decay".

The development of peat is a progressive process involving the successive decomposition of the plant matter. Plant fiber may thus disappear, leaving only organic silt or organic matter in a gelatinous form (amorphous).

Peat may fall in one of several categories, depending upon the character of vegetation and place of formation. Peat-soil mixtures are also quite common, resulting from peat being flooded with water containing soil in suspension.

MacFarlane⁽²⁾ observed that the peat samples discussed in many of the references he studied were often not classified or even described. Also, in many cases a range of values for engineering properties were given which covered most peat types from the very fibrous to the highly decomposed or amorphous peat. As expected, organic content, water-holding capacity, void ratio and deformation characteristics were found to be high while density and strength characteristics were low in all references he studied.

PRELOADING SITES UNDERLAIN WITH PEAT

The writers have had field experience with structures built over as much as 8 to 10 feet of peat occurring at shallow depths where most of the settlement was noted to take place shortly after construction. Based on this experience, it was felt that site preloading should prove to be practical and economical in controlling foundation settlements, both overall and differential, for many projects being considered for sites underlain with peat.

Preloading consists of applying a dead load or surcharge over the site, equal to or greater than the weight of the proposed structure, to develop the settlements prior to construction. After compression of the underlying soil has occurred under

⁽¹⁾ Taylor, D. W., "Fundamentals of Soil Mechanics", John Wiley & Sons, Inc., New York, 1948

⁽²⁾ MacFarlane, I. C., "A Review of the Engineering Characteristics of Peat" Journal, Soil Mechanics and Foundations Division, ASCE, Vol. 85 No. SMI (February 1959)

the preload, which is usually an earth fill, the preload is removed and replaced by the structure itself, using shallow foundations to support the loads. When the preload is removed, the compressible stratum may expand, but generally only a small percentage of the compression having resulted from the preload. Finally, when the building load is applied, recompression will occur but it will be small, usually only slightly larger than the expansion. An economical side advantage of this method is that the surcharge material can be utilized for fill purposes such as parking areas and driveways, if necessary.

A soil engineering investigation is necessary for the design and control of site preloading. These studies include a determination of the general order of magnitude and rate of settlement under building and surcharge loads to define the time needed for the preloading operation. Also, monitoring of the settlements is necessary during the preloading stages to record actual time-settlement conditions and actual rebound data.

EXPERIENCE WITH PRELOADING PEAT

The Atlantic Refining Company proposed to construct a truck garage facility at its Syracuse Terminal. It was planned to use an Armco Metal Building Type S-3 with dimensions of 40 by 60 feet along with a floor slab independently supported on grade. A maximum loading of 1000 lbs. per sq. ft. was expected from this facility.

Soil Conditions:

The site discussed in this paper lies in a lowland area southeast of Onondaga Lake, adjacent to Solar Street in the City of Syracuse, New York. Depths of more than 100 ft. have been drilled in this particular vicinity without passing through the overburden; in fact, the sediments in the deepest part of the glacial trough a short distance to the south of this site are up to 400 ft. in thickness.

Test borings were made in the specific building location by Empire Soils Investigations, Inc. The general sequence of materials, starting at ground surface is:

- (1) Miscellaneous granular fill with little ashes and decayed vegetation (0 to 7± ft.)
- (2) Peat (7± to 12± ft.)
- (3) Sand and silt with varying amounts of gravel and little marl (12± to 70± ft.)
- (4) Fine sandy silts and silty clays (70± to 110± ft.)

The peat contains both amorphous organic silt particles and some residual plant fibers in varying stages of decomposition. The top of the peat is approximately 1 to 3 feet below ground water elevation.

Generally speaking, the granular material underlying the peat is quite loose with the exception of a zone between 25 and 40± ft. where an increase in compaction is noted.

Foundation Possibilities:

Three possibilities for providing adequate foundations for the proposed facility were considered. These foundation treatments were:

1 — End Bearing Piles

The majority of the fuel storage tanks and other structures in this area are supported on either short piles driven into a zone of medium silty sand and gravel, or long piles driven into the underlying glacial till. Representative lengths of the short piles vary from 25 to 35 feet. The long piles are used to by-pass the lake silts and clays which predominate in a depth range of $50\pm$ to $100\pm$ feet in this area and generally range from 90 to 110 feet in length.

Short piles carrying light loads have been found to be quite satisfactory provided that some settlement can be tolerated.

Piles were not investigated in detail in view of the costs involved.

2 — Removal of Peat

If the depth of compressible material is not excessive, it is frequently economical to remove the soil and replace it with properly compacted granular fill. This possibility was explored in some detail but was found to be fairly costly in view of the need to drive sheet piling and dewater because of the confined area and the sub-soil conditions.

3 — Site Preloading

Field experience on peats in the Syracuse area by the writers indicated that a preloading operation was feasible for this project and should be investigated in detail. A consideration involved in this decision was the fact that the peat was in a remarkable state of preservation because of its existence below the water table. This decision was also reinforced by the fact that nearly one-half of the earth fill needed for the recommended 50% overload was available on the site, which would result in additional economy.

Theoretical analyses indicated a maximum settlement of 10.3 inches from compression of the peat layer, due to a load of 1000 lbs. per sq. ft. applied at ground surface. Time studies indicated that 90% of this settlement should occur in 7 months. The desired construction schedule allowed for a maximum delay of 3 to 4 months, so further

analyses were made with a surcharge loading of 1500 lbs. per sq. ft. Results of the study with the latter loading showed that 9½ inches (90% of maximum settlement expected from building loads) should occur at 5½ months. However, experience of the writers and others (2) with similar projects on peat, indicated that this time interval might be excessive. Therefore, preload operations were commenced using a surcharge of 1500 lbs. per sq. ft., anticipating a maximum loading time of 3± months to develop the expected settlements.

Surcharge loading was applied by placing a 12 ft. embankment of general fill. The embankment material was primarily granular in nature with an average unit weight of 120 to 125 pounds per cubic foot in the in-place condition. It was end-dumped and spread by a bulldozer in essentially two 6 ft. stages approximately 3 weeks apart. The plan area of the top of the surcharge was 42' x 62' to insure adequate coverage of the 40' x 60' building area.

Provisions for monitoring the settlement under this load were provided by 5 settlement plates at the center and corners of the building area. Prior to placing these plates, all surface ash fill was removed from the site and the area dressed up for receiving the surcharge. The plates were then located and filling commenced. Vertical movement of the plates were observed at regular intervals and plotted to record actual time-settlement conditions. Also included were rebound data during and after the removal of the preload. It was noted that the actual settlement curves leveled off in a range varying from 5 to 11 inches after 3 months of loading in contrast to the theoretical predictions of 91/4 inches in 51/3 months. This range of settlements is explained in part by the fact that the front of the site has a past history of some preloading. In view of the urgency of the construction schedule and the shape of the field settlement curves, it was decided to remove the preload 2 months ahead of the theoretical estimate.

Construction Records:

Arrangements were made with the Atlantic Refining Company to make settlement observations both during and after construction. This was accomplished by placing settlement pins in both the columns and in the floor.

As of this writing, no settlement due to a recompression of the peat has been noted. Construction was started November 23, 1959, and maximum foundation loads have now been in effect for over 4 months as of this date (April 29, 1960).

In view of the above, it appears that site preloading should prove to be a practical and economical solution for some sites underlain with peat. Factors that must be considered in the preloading decision include the type and thickness of the peat, position of ground water table and settlement limitations for the proposed facility. It is also emphasized that more data on engineering properties of peat and other highly organic soils are needed to afford a better understanding of these materials under load.

An article dealing with Earthwork Specifications will appear in a later issue.

SORRY, MORT

The name of Mortimer J. Murphy, Sr. was inadvertently omitted from the roster of members of the Association.

We understand Mort is a Director of the Buffalo-Western New York Chapter A.I.A. and is making a real contribution to the affairs of the chapter. The error is regretted.—Editor

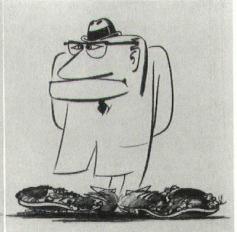
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LEGISLATIVE BULLETIN 1960 Session — Final Report

We are pleased to submit the final report of the legislative session and the disposition of the bills which reached the Governor's desk after passage by the Legislature.

HIGHLIGHTS

Highlights of the 1960 session were some important changes enacted in the State Education Law with respect to the requirements of seal and signature of a registered architect or licensed professional engineer governing plans and specifications and residential projects now defined in terms of square footage instead of dollar value and cubic contents; the passage and enactment, upon the Governor's insistence, of the Gordon-Folmer stock plan school construction bill which we strongly opposed; the continuance of the State Building Code under the Division of Housing for another year on a temporary basis; the registration law for landscape architects, and the approval of various amendments to the multiple dwelling and multiple residence law, many of which we endorsed. A box score of the 28 bills, herein described, indicates that of the 19 bills endorsed by the Legislative Committee, the Governor signed 15 and vetoed 4, he approved 4 bills which we opposed and signed 4 bills and vetoed 1 in which we took no action.

In addition, during the course of the session we were able to defeat on the floor of the Assembly a bill that would have permitted corporate practice of engineering, and killed similar bills in Committee, as well as a host of other measures that would have weakened the Education Law and would have been detrimental to the architectural profession. We believe this record is a good one.

The bills, herein described, are identified by number, subject matter, Governor's action and position taken by the Legislative Committee.

EDUCATION LAW

- 1) A.I. 2036, Pr. 2047—Chapter 1082—Action: Endorsed in principal. Provides for licensing of landscape architects by Education Department.
- A.I. 4187, Pr. 4391—Chapter 447—Action: Opposed.
 Optional stock plans for school districts.
- 3) S. 84 Speno Resolution—Adopted—Action: Endorsed. Legislative Committee will survey school needs, financing, taxation, plans and facilities. \$150,000 appropriated.
- 4) S.I. 2665, Pr. 2790—Chapter 1008—Action: Endorsed. Personal signature required on original plans and specifications.
- 5) A.I. 3339, Pr. 5324—Chapter 1009—Action: Limited approval. Eliminates \$10,000 and 30,000 cubic feet provisions for achitect's seal and signature, but will require seal and signature for residential projects in excess of

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- 6) A.I. 3338, Pr. 5323—Chapter 866—Action: Limited approval. Similar to preceding bill, except that it pertains to engineer's seal and signature for residential projects in excess of 1,500 square feet gross area, not including garages, carports, uninhabitable areas and attics. Our endorsement provided for 1,200 square feet.

GENERAL BUSINESS LAW

7) A.I. 3264, Pr. 4806—Chapter 938—Action: Endorsed. Permits employment agency by incorporated association of architects or engineers, not subject to definition governing regular employment agencies.

STATE BUILDING CODES

8) S.I. 3901, 4680—Chapter 333—Action: Endorsed. Continues State Building Code in Housing Division for one more year on temporary basis.

MULTIPLE DWELLING LAW

- 9) S.I. 3839, Pr. 4613—Chapter 714—Action: Endorsed. Sections 38, 177, 216, 310—Cellar apartments occupancy, continued.
- 10) S.I. 1445, Pr. 4757—Chapter 436—Action: Endorsed by Buffalo-Western New York Chapter. Section 310—Frame dwellings, variations, for Buffalo only.

- 11) S.I. 1623, Pr. 4308—Chapter 650—Action: None. Section 79—Heating requirements, multiple dwellings, occupied on seasonal basis.
- 12) A.I. 3353, Pr. 5431—Chapter 1072—Action: Opposed. Sections 26, 27—Height, bulk, open spaces, dwelling erected after April 18, 1929.
- 13) A.I. 4458, Pr. 4772—Vetoed—Action: None. Section 4—Occupancy, transients.
- 14) A.I. 2955, Pr. 5126—Chapter 865—Action: Opposed. Sections 4, 13, 31—Dinettes, dining bays, living rooms.
- 15) S.I. 2439, Pr. 4256—Chapter 605—Action: Opposed. Section 190—Stairs, fireproof, converted dwellings.
- 16) S.I. 2493, Pr. 4480—Chapter 1056—Action: Endorsed. Section 213—Tenements, old-law, living rooms, windows.
- 17) S.I. 1985, Pr. 5135—Chapter 856—Action: None. Section 211—Tenements, old-law, height, increase.
- 18) A.I. 3278, Pr. 5441—Vetoed—Action: Endorsed. Section 213—Tenements, old-law, living rooms, windows. (Similar to S.I. 2493, Chapter 1056)
- 19) A.I. 2640, Pr. 2684—Vetoed—Action: Endorsed. Section 213—Tenements, old-law, windows, sash.
- 20) A.I. 3354, Pr. 3419—*Chapter 969*—Action: Endorsed. Sections 76, 115-117, 160, 200, 250, 251—Water closets, bathrooms.

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21) S.I. 2326, Pr. 4375—Vetoed—Action: Endorsed. Sections 170, 200—Water closets, ventilation, mechanical.

22) S.I. 1435, Pr. 1439—Chapter 194—Action: Endorsed. Section 218—Tenements, old-law, halls, fireproof.
23) S.I. 1434, Pr. 1438—Chapter 241—Action: Endorsed.

dorsed. Section 238—Tenements, old-law, transoms.

MULTIPLE RESIDENCE LAW

24) A.I. 1164, Pr. 4731—Vetoed—Action: Endorsed. Sections 202, 254—Nursing, convalescent homes.

25) A.I. 2109, Pr. 2130—Chapter 703—Action: None. Sections 50, 63, 64—Nursing homes, hotel provisions.

26) A.I. 2077, Pr. 5074—Chapter 707—Action: Endorsed. Section 305—Nuisance definition, extend.

27) A.I. 4613, Pr. 5471—*Chapter 732*—Action: None. Section 14, new—Heaters, kerosene, restrict.

LABOR LAW

28) A.I. 2687, Pr. 2731—Chapter 584—Action: Inclined to endorse. Section 30—Standards and Appeals, rules, variations.

Again, we wish to thank all for their support and cooperation. Everyone's help was invaluable and much appreciated. We are proud of the unity displayed by the architectural profession.

LEGISLATIVE COMMITTEE:

Matthew W. Del Gaudio, Co-chairman Richard Roth, Co-chairman Joseph F. Addonizio, Executive Director

VOTED AGAINST STOCK SCHOOL PLANS

Numerous inquiries have been received about the negative votes cast in the Senate and Assembly on the Gordon-Folmer stock plan school bill, A.I. 4187, which the Governor signed into law on April 12, 1960 as Chapter 447.

Here is the official list of members of the Legislature who voted *against* the bill, opposed by the N.Y.S.A.A. It has been suggested that the president or secretary of each Chapter or Society convey a note of appreciation to these legislators who had the courage to cast a negative vote on the issue:

SENATE

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Hon. Jack E. Bronston 51 East 42nd Street New York 17, New York

Hon. Irving Mosberg 437 Fifth Avenue New York 16, New York

Hon. Seymour R. Thaler 350 Fifth Avenue New York, New York Hon. John H. Farrell 233 Broadway New York 7, New York

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SEVEN NEW YORK ARCHITECTS **ELECTED FELLOWS**

Six members of the New York Chapter and one member of the Brooklyn Chapter of the American Institute of Architects have been elected fellows of the Institute. Investiture of the new fellows was a part of the program of the national AIA convention in San Francisco.

George E. Beatty, Lathrop Douglass, L. Bancel LaFarge, Geoffry N. Lawford, A. Gordon Lorimer, Daniel Schwartzman and John Walter Severinghaus were among the 43 chosen by the national organization for this honor, one of the highest in the architectural profession.

Lathrop Douglass, the designer of the Creole Building in Caracas, Venezuela and the Esso Building in Bogota, Colombia, is also know for the office and laboratory building of Continental Baking in Rye, Cortez Shopping Center, Bradenton, Florida. He is the author of many articles and books on architecture.

The president of the New York Chapter of the A.I.A., L. Bancel LaFarge, is the past president of the Municipal Arts Society of New York. Among examples of his firm's work are the B.O.A.C. space at the International Arrival Building, Idlewild and the Caneel Bay plantation resort at St. John, Virgin Islands.

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Vice-chairman of the New York State Board of Examiners of Architects, Geoffry N. Lawford, is currently engaged in reconstruction plans for the Metropolitan Museum of Art and the Brooklyn Museum. He was the associate architect for the Foss Hill Dormitories of Weslevan University. Middleton, Connecticut and the head designer of the Harlem River Houses—the first large scale public housing project in New York.

A. Gordon Lorimer has served as consulting architect for the Delaware Memorial Bridge, the New Jersey, Massachusetts, Maine and West Virginia Turnpikes. He acted as Chief Architect for the Department of Public Works of the City of New York. More recently he was the architect for Hangars 3, 4 and 5 at Idlewild and the new library and the School of Technology buildings of City College.

A designer of department stores, residential and religious buildings in the United States, Brazil, Canada and Holland, Daniel Schwartzman is a member of the faculty of Pratt Institute. He is past president of Architectural League of New York and past president of the New York Chapter of the American Institute of Architects.

J. Walter Severinghaus is with the firm of Skidmore, Owings & Merrill. As partner-in-charge, he is best known for his work on such distinguished buildings as the International Arrivals and Air Line Buildings at Idlewild, the Ford Motor Company Central Staff Office Building in Dearborn, Michigan and the Chase Manhattan Bank Building currently under construction in downtown Manhattan.

A partner in the Brooklyn firm of Beatty and Berlenbach, George Edward Beatty, is serving his second term as mayor of Shoreham, Long Island. His recent works include Lovola College in Baltimore, Maryland, the Rye County Day School, Rye, New York and the Christ Lutheran Church and Resurrection Church, both in Brooklyn.

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AIA CONVENTION

One of the highlights of the session was the charge brought to the profession by J. Robert Oppenheimer, Director of the Institute of Advanced Studies at Princeton. Oppenheimer said that it is part of the architect's job "to give expression and meaning to human aspiration and human life, to recognize and create order and above all a kind of public order, an order which will not be limited to one community but extend to all who have converse with their buildings, their structures and their cities."

The A.I.A.'s highest award, the gold medal, was presented to Ludwig Mies van der Rohe, who in a press conference concurred with the thoughts of Dr. Oppenheimer in saying, "We are only at the beginning of a new architecture. But we can't just let things grow up in the old way; we must plan on a large scale, large and complex projects."

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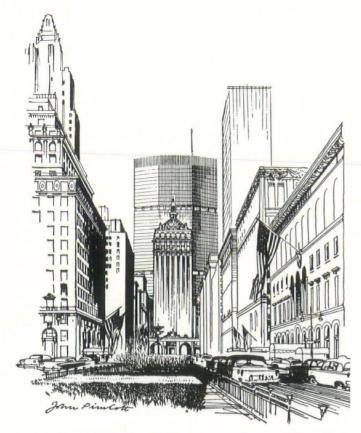
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Grand Central City seen from the north, straddling Park Avenue behind the tower of the New York General Building.

One of the most extraordinary buildings ever to be erected—the office building above Grand Central Station in New York City—is a failure before it is even begun.

This is the opinion of Edgar Kaufmann, Jr., writing in the May issue of Harper's Magazine, who criticizes the plans and reasons for building Grand Central City.

Designed to be fifty-nine stories high, the building has been labelled "the world's largest office

CAN GRAND CENTRAL CITY BE DEFENDED?

"Into one of the most congested square half-miles in the world a new building of colossal size will bring another 50,000 people each day. Why was it allowed to happen? What will it do to New York?"

building." It will house 25,000 workers and receive at least 25,000 visitors daily.

But situated as it is in one of the most congested half-miles in the world, it will create a traffic problem of monstrous proportions, believes Kaufmann. How will the subways, the streets, the restaurants handle the crowds, he asks.

Two of the world's most distinguished architects, Walter Gropius and Pietro Belluschi, have designed the structure. Nevertheless, the plans show the building to be "uncomfortably out of human scale and downright ugly. . . . It blocks the view, it shows no whit of style," complains the author.

"Such a building can only worsen the urban disorder that Gropius has talked against long and logically," he writes. "Artistically the problem is ungrateful, both because so many factors are predetermined economically and practically, and because the building in all likelihood will not be seen as a whole. Nearby, only the base will be evident; from afar, only the tower. . . . Infinitely larger than any work that stood or stands nearby, its design shows none of the scale of urban grandness that is still exemplified in the station next door."

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Pittsburgh's new golden Hilton Hotel and New York's towering Empire State building both employ special equipment to insure adequate supplies of water for all floors from room to street level. Both have fire control systems that pivot around a unique pendulum-stop valve manufactured by the Everlasting Valve Company, Jersey City, N.J. These fast-acting valves go into instant action without fail to divert water for fire-fighting in an emergency.

The spanking new Hilton Hotel in downtown Pittsburgh's modernized Golden Triangle is a \$15-, 000,000, 25-story structure containing 812 guest rooms that overlook the park-like Gateway Center.

Gold-anodized aluminum panels enclose the 22story tower set on the broad three-story base of the recently opened hotel. The 200-by-275 foot base holds a large dining room, lobby, main floor facilities and a huge, second-floor ballroom. Guest rooms on either side of the 51-ft. wide tower face east and west along its 283-ft. length. Turner Construc-

(Continued on page 66)

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Fire Protection

(Continued from page 65)

tion Co. was the general contractor, W. B. Tabler, the architect.

At the north and south ends of the tower, water is fed to firehoses on each floor through 6-inch standpipe risers. Takeoffs for each floor are $2\frac{1}{2}$ -in. hose valves with $2\frac{1}{2}$ -to- $1\frac{1}{2}$ -in. adapters for the 100-ft. of $1\frac{1}{2}$ -in. fire hose. The standpipe riser system on the south end of the hotel terminates in a 2-way roof manifold, and at the north connects with two 8,000-gal. house water tanks housed on the roof.

Heart of the new hotel's fire protection system is situated in the sub-basement. Here two 500-gpm house pumps supply water at 100 lbs. pressure to the 6-in. house water line feeding the roof tanks. The standpipe riser system is also connected to the pumps on the same line through a check valve. Across the house water line, beyond the standpipe riser connection, is a 6-in. Everlasting pendulumstop valve.

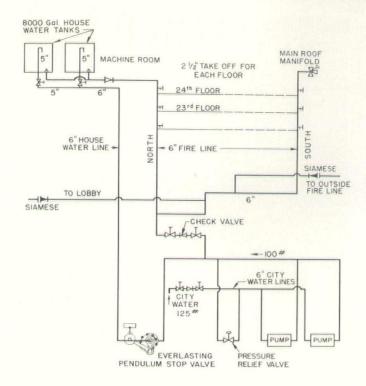
Poised in mid-air at the end of a lever arm attached to the valve is an operating weight. At the first signal of a fire on any floor of the hotel, the weight is released to fall with the unfailing pull of gravity in a pendulum arc and close the valve. Water is immediately diverted to the standpipe risers with the two 500-gpm pumps now maintain-

ing 230 ft. head in the 6-in. fire lines.

If the fire is restricted to one area, and only one hose is being used on one floor, pressure may build-up above 100 lbs. in the standpipe riser system. To relieve this pressure, a pressure reducing valve is used to release water to a drain or to the suction side of the pumps. The hotel's three main water lines—fire, house, and city—are interlocked. City water at 125-lbs. pressure maintains pressure up to the 12th floor. The quick-closing pendulum stop valve thus permits all available water to be used for fire fighting on split-second notice without loss of pressure.

Positive in action, the unique valve unfailingly responds the instant it is released. Upon release by a fire alarm signal the weight swings in an arc and transfers its energy through gears to the closing valve disc. No arrester is needed since the lever arm disengages from the gears and swings free at the bottom of its arc. Gears automatically remesh when the weight is raised to reset the valve. Noncorrosive materials prevent the valve from sticking and unique parallel disc and seat design eliminates the possibility of wedging or jamming. Straight-through flow permits unimpeded flow to the house water line when the valve is open.

More than 1300 feet above the New York sidewalks, another pendulum-stop valve is also poised



to divert water for fighting any fires that might break out on top four floors of the Empire State Building. When a fire alarm box on one of these floors is broken, an electric trip releases the weight of a pendulum-stop valve on the 84th floor. Immediately water under pressure is diverted from the house supply to the fire control system on the 100th, 101st, 102nd and 103rd floors. Simultaneously a 250-gpm fire pump on the 84th floor also goes into action to deliver water into the upper level standpipe.

In the sub-basement of the world's tallest building, and on the 20th, 41st, 62nd and 84th floors, special fire pumps booost city water up to the highest levels through standpipe risers. In an emergency any fire pump can bypass the one above it. A tower tank on the 102nd floor fed by the 84th floor pump holds 8500 gallons of water, 3500 of which is for fire reserve.

Four 750-gpm house water pumps (one always on standby) in the sub-basement, and a 250-gpm on the 84th floor supply the house tanks.

High and low level controls automatically maintain the fire reserve levels in all tanks. Water falling below the required level in any tank rings an alarm at the sub-basement control board. Immediate action is then taken to return the tank to the proper level.

A 10,000-gal. tank in the sub-basement accumulates water from the 4-in. city main to provide the necessary volume of water for the big house pumps. A similar 10,000-gal. fire tank supplies the fire pump.

WILLIAM DISTIN RECEIVES PLAQUE

The Central New York Chapter of the A.I.A. meeting at the Yahnundasis Club elected an Utican, Frank C. Delle Cese to head the Chapter for 1960-61. The architects cited William G. Distin of Saranac Lake for "the unique service that he has rendered to the Adirondack area, both as an architect and as a community leader."

THE CENTRAL NEW YORK CHAPTER

Of the

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for outstanding service in his community and for distinctive architectural work fitting so well the beauty of nature and preserving the spirit of the woods.

Also honored was Kermit J. Lee, a graduate assistant in the School of Architecture at Syracuse University. He was presented a \$1,100 scholarship on behalf of the A.I.A.

Others elected were Thomas O. Morin, Rochester, vice president; Darrel D. Rippeteau, Watertown, secretary; Arthur C. Friedel, Jr., Syracuse, treasurer, and Daniel F. Giroux, Rochester, director for three years.



Left to right: Delle Cese, Morin, Giroux, Freidel, E. Bagg IV.

MAKING MODELS — architectural, that is

Supplementing the carefully drawn plans and renderings of the thoughtful architect and engineer are three-dimensional models—previews of things to come.

Once mere window-dressing, today's hand and machine-wrought miniatures and prototypes are a necessity for the discerning building industry executive, architect, and builder alike. For precise models are small-scale investments that prevent full-scale mistakes and eliminate technical flaws before they occur.

Many New York State architects have called on the same model maker to help insure that their best-laid plans do not go awry. The model maker is Norman Briskman, of Hewlett, Long Island, whose most recent accomplishment was making the 11-foot-tall model of Grand Central City, soon to rise 59 stories in the heart of Manhattan.

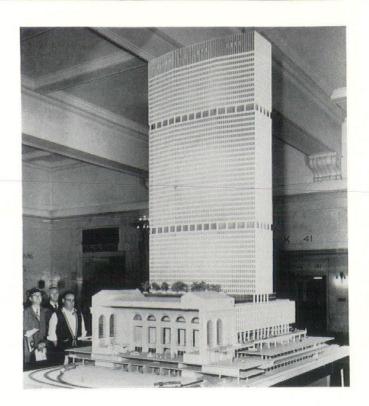
Among the many Empire State architects for whom Mr. Briskman has translated designs into vibrant, living creations of plastic, metal, and wood are: Emery Roth & Sons; Kelly & Gruzen; Ketchum and Sharp; Marcel Breuer; Davis, Brody & Wisniewski; Raymond & Rado; Ferrenz & Taylor; Moore & Hutchins; Fellheimer & Wagner; and William Lescaze.



Grand Central City is Mr. Briskman's most complex model to date. Produced in only three and a half weeks, it incorporates interior and exterior detailing, as well as cut-away sections showing the existing terminal and passenger train depot. Every item is to exact scale — literally down to the last coat of paint.

Builders have begun to demand models, for they have proven to be valuable sales tools when used in advertising, publicity, public relations, and rental programs.

One of Mr. Briskman's models has been as tall as a house. Another was pocket-size. Model-making demands many skills, Mr. Briskman recently said. He listed these skills as follows:



Precision machining, pattern and mold making, cabinet-making, plastic fabricating, industrial engineering, architecture, and commercial art.

But, above all, Mr. Briskman said, "we call upon our imagination and ingenuity."

Mr. Briskman, 33 years old, turned a child-hood interest into a career. "When I was a kid," he reflected, "I used to cut out house-like parts and glue them together in three-dimensional form. As I got older, I advanced to model boats, airplanes, houses, and trains.

"I'd examine something and learn what makes it tick. I'd try to figure out the concept behind it. Once the concept was understood, it was just a matter of material translation. That's the same thing I do today—but on a more advanced plane."

IS OUR FACE RED!!

In the March-April issue we featured the building for the International Brotherhood of Electrical Workers Local 25, Melville, New York. To our embarrassment we inadvertently omitted the names of the partners and associate of Herbert W. Neumann. The architects for this building are: James Van Alst and Ryder, Struppman & Neumann, Associated Architects.



ARCHITECTURE . . . As Practiced Today

Good things are happening!

There should be little doubt as to the value of periodic professional self evaluation as witnessed by the Rochester Society of Architects at the April 7 meeting, when there occurred a panel discussion on "Architecture as Practiced Today Emphasizes Business Rather Than Art and Technology." Panel members were John Briggs, Michael Doran, Donald Q. Faragher and Ronald E. Sattelberg; Thomas O. Morin was moderator.

Evidently the idea of springtime opinion airing was of interest to Society members, many of whom attended even though this was not the annual meeting. An increase in the number of ladies present, it is hoped, was not a reflection on the panel members but rather a genuine expression of concern with the topic.

As one might imagine, the opinions were diverse as to the emphasis on business and on art, pointing to the fact that lack of emphasis on either or both is similar to a satellite without an orbit. Adding a bit of sage, Conway Todd remarked that . . . "We probably would continue, as we have in the past century, wobbling down the center of the road between art and business." This causes one to surmise that we, as architects, have the choice of either curving our roads or becoming guided wobblers.

NYSAA CONVENTION - OCTOBER 12 - 15

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When Is An Architect Or Engineer Liable?

(Continued from page 52)

Where a roof collapsed after an architect, who prepared plans and supervised work, gave his final certificate, the court rejected the theory that progress payments were merely authorizations for the contractor to draw proportionate parts of his pay. The fact that the condition which caused the collapse was known to the owner was held not to preclude recovery, since the owner was entitled to rely on the sufficiency of the construction as certified by the architect. The certificates given during the progress of the work were each evidence that the work had been satisfactorily completed by the contractor.³⁸

A supervising architect acting fraudulently or in collusion with one of the parties in issuing payment certificates was held liable for all resulting damages. There is a question of fact presented for architects' negligence in issuing a certificate, but a false certificate based on fraud or collusion renders the architect liable for all damages as he

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owes owner a fiduciary duty of both loyalty and good faith.³⁹

In a well reasoned case it was held that where the contract required the contractor to submit to the architect evidence that payrolls and materials bills had been paid before issuing a certificate of substantial completion, it was negligence, which resulted in liability, if the architect failed to require such evidence by issuing his certificate released the retainage. The surety had a right of subrogation, since it was entitled to protection. The court rejected the contention that the architect could not be held liable because there was no privity of contract between the architect and the surety. The duty to ascertain that the contractor had paid the bills was owed both to the building owner and the surety, for whose mutual protection the retainage was provided. The failure of the architect to exercise due care and diligence in carrying out his duties might result in loss to the surety, when he undertook the performance of an act which, if negligently done, would result in loss, so that the law imposed upon him the duty to exercise due care to avoid such loss even in the absence of a contractual relationship. The fact that surety

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Genesee & Shisler RE	4224
Shisler & Wiltse RE	3419
Peppermint Rd. RE	2483

³⁸School District v. Josenbaus, 88 Wash, 624, 153 P. 326.

³⁹Palmer v. Brown, 127 Cal. App. 2d 44, 273 P. 2d 306.

had taken no steps to ascertain that outstanding bills for labor and materials were being paid by the contractor was held not to charge it with contributory negligence, since it had the right to assume that the retainage would not be released until the contract had been fully performed.⁴⁰

Thus we see that either an architect or an engineer may be liable in these three general classes of cases:

- 1. Responsibility of one acting for defects or insufficiency of work attributable to plans.
- 2. Liability for either personal injuries or death from improper plans or designs; and

⁴⁰State of Miss. for the use of National Surety Corp. v. Malvaney, et al., (Miss.) 72 So. 2d 424, 43 A.L.R. 2d 1212. (The rights accruing to the surety date back to the time the bond was executed. Canton Exchange Bank v. Yazoo Co., 144 Miss. 579, 109 So. 1. Derby v. U. S. F. & G. Co., 87 Or. 34, 169 Pac. 500 Sou. Surety Co. v. Schlesinger, 114 Ohio St. 323, 151 N.E. 177, 45 A.L.R. 371. Surety's right to retainage is protected under the doctrine of equitable subrogation. Ohio Cas. Co. v. Galvin, 222 Iowa 670, 269 N.W. 254, 108 A.L.R. 1036. Paying surety has right to retained percentage and superior to those of a lending bank which is a volunteer and a common creditor. Am. Bank v. Langston, 180 Ark. 643, 22 S.W. 2d 381. Háverstick v. Sheirich, 304 Pa. 437, 115 Atl. 859, 76 A.L.R. 912.)

The famous MacPherson v. Buick Motor Co., 217 N.Y. 382, 111 N.E. 1050 overruled the early theory of Winterbottom v. Wright, 10 Mees & W. 109, which had been cited since 1842, which held there was no liability of a contracting party to one with whom he had no privity. Exceptions had been recognized to this general rule either where the seller of chattles knew that it was dangerous for its intended use or if the chattle was of a type inherently dangerous to human safety. See Huset v. J. I. Case Threshing Machine Co., 120 Fed. 865 (8 Cir.);

3. For improper issuance of certificate either for progress payments or for the final estimate.

We should like to mention other classes of cases involving the liability of these professions, but allotted space only permits discussion of three.

Liability coverage for the architect or engineer now seems a necessity for these professions, just as it has become advisable for attorneys, doctors, dentists and other professional people. A claim could be quietly and satisfactorily settled by an insurance adjuster, but a law suit against either an architect or an engineer, in addition to the financial loss, might ruin his future business reputation with his public.

Lewis v. Terry, 111 Cal. 39, 43 Pac. 398 and Schubert v. J. R. Clark Co., 49 Minn. 331, 51 N.W. 1103.

In the *Malvaney* case the defendant unsuccessfully raised five separate defenses and Justice Holmes decided all of these theories against the architect:

- 1. There was no privity of contract between the architect and the surety and therefore no duty was owed the surety and no damages could be recovered regardless of negligence.
- 2. That retainage is not a trust fund and therefore there is no lien thereon either legal or equitable for the benefit of the surety.
- 3. If the surety had a cause of action, it did not keep up with the project and architect was entitled to the defense of contributory negligence (as in auto cases in Mississippi).
- 4. That by agreement of the parties the architect was the sole judge of what evidence should be required that the material bills were paid and he acted in a quasi judicial capacity.
- 5. If the surety had any rights under equitable subrogation it did not accrue until either the date the contractor gave notice of his default or when the surety actually paid the outstanding bills for materials.

SAVE THE DATES—OCTOBER 12-15, 1960 NYSAA CONVENTION—WHITEFACE INN

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EVANS BRICK PROMOTES

Promotion of James A. Cross to assistant general superintendent of the Evans Pipe Co. and the Evans Brick Co., Uhrichsville, Ohio, is announced by Thomas J. Evans, III, president.

In his new capacity, Cross will direct the expanded research and products development of Evans' pipe and brick operations. He is a graduate of Ohio State University's Ceramic Engineering School.

Weber, who succeeds Cross as plant superintendent of the Evans Brick Co., previously was associated with the Port Costa Brick Works, San Francisco, Calif., as plant manager.

Evans has been a leader in the manufacture of clay pipe, clay products, face brick, plastic pipe, and related construction materials.

LEASED LIGHTING OFFERED

Smitheraft and General Electric Credit Corporation are announcing a new nation-wide leasing plan by which modern fluorescent lighting can be installed in old or new buildings on a five-year rental or timepayment basis. The plan, called Smitheraft Lease - Light, permits



owners or tenants in the United States and Canada to rent or finance lighting modernization, or new construction, while freeing working capital for other uses. The total contract price can be as low as \$1,250 with or without installation costs. There is no upper limit,

NEW LOOK TO U.S.G. LINE

United States Gypsum Company has added new advantages to Acou-

stone fissured acoustical tile with the development of Profile Acoustone and Accent Acoustone.

Profile Acoustone, 12" x 12", is manufactured with two kerf planes instead of one—a feature that makes

possible a variety of designs. Adjacent tiles are held by splines that fit into the kerfs. To achieve designs, the applicator uses alternate kerfs.

Accent Acoustone, 12" x 24", presents another new look to the U.S.G. line. It is made with rabbeted edges that butt together instead of interlocking to give a broad, accented joint.

The two new products are not interchangeable.



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HAWS-KRAMER MOVES

Haws-Kramer Flush Valves (Division of Haws Drinking Faucet Company) has moved its office and factory operations to the Haws home plant at Fourth and Page Streets, Berkeley, California. In vacating its San Francisco location, Haws-Kramer will combine manufacturing and office operations with that of the principal Haws organization.

This is part of a continuing program to expand Haws-Kramer production. The new plant is immediately adjacent to the Haws factory and will afford greater production poten-

tial and economies.

Products manufactured by Haws-Kramer Division include H-K Nylaphragm Flush Valves, Piston-Type Valves, and the H-K "Silent Service," concealed flush valve system.

IRON IN NUCLEAR AGE

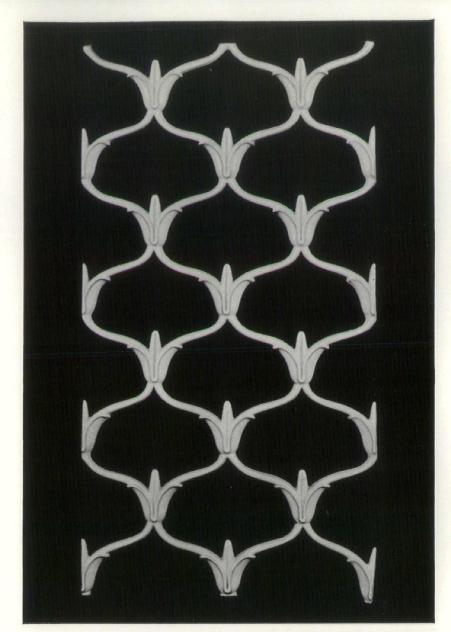
Nearly a century ago (1862), two vessels—the "Merrimac" and "Monitor" — were making international headlines as the world's first iron-clad ships.

Today, the latest marine first to appear on the horizon is the \$41 million N. S. Savannah, the world's first nuclear powered merchant vessel.

From a construction point of view, these three ships have one thing in common: Use of wrought iron in vital services. On the two Civil War vessels, it was hull and deck plating, piping and cannons, while on the N. S. Savannah it's the piping network and certain services in conjunction with the ship's nuclear propulsion, such as neutron counter-wells. Desirable performance in the presence of radiation accounts for wrought iron's joining the elite group of materials suitable for various mechanical and operational applications in nuclear services.

Wrought iron piping services aboard the Savannah include: Bilge and ballast lines, fire mains, sanitary system, brine lines, salt water lines to water closets, evaporator feed and distiller circulator lines, sprinkler system, and the butterworth system. More than 95 tons of 4-D wrought iron pipe, produced by A. M. Byers Company, Pittsburgh, Pa., were used.

Designed by George G. Sharp, Inc., naval architectural firm in New York City, the ship will carry 60 passengers and 10,000 tons of cargo. It is estimated that it can travel 350,000 miles over a 3½-year period without refueling.



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Names . . . IN THE NEWS

ROBERT W. CUTLER, a partner in the architectural firm of Skidmore, Owings & Merrill, has been elected president of the Architectural League of New York.



Robert W. Cutler

Mr. Cutler succeeds MORRIS KETCHUM, JR., partner in the architectural firm of Ketchum and Sharp. Mr. Ketchum served two years as League president.

ROBERT W. HEGARDT, architect, has joined the firm of Ballard, Todd & Snibbe, it was announced by William F. R. Ballard. Mr. Hegardt, a specialist in the design of hospital and medical facilities, is a consultant to the Technical Services Division of the United States Public Health Service, and the Office of Civil and Defense Mobilization.

HUGH W. BROWN, III, of Shawnee, Oklahoma, has been awarded the LeBrun fellowship of \$3,000 for six months of travel in Europe. This was announced by LESTER D. TICHY, chairman of the 1960 LeBrun award committee of the New York Chapter of the American Institute of Architects.

Word has been received that ROGER MAC PHERSON has returned to this country from Rome, Italy. His new address is 228 West 11th Street, New York 14, N.Y. The partnership of KOKKINS and LYRAS, Architects, was discontinued as of March 31st, 1960. Mr. Kokkins will continue his practice of architecture and allied activities under the firm name of: JOHN M. KOKKINS, Architect, Graybar Building, Suite 849, 420 Lexington Avenue, New York 17, New York.

JOHN JAMES CARLOS, architect and editor of Architectural and Engineering News, has been awarded the \$3,000 annual Arnold W. Brunner Scholarship of the New York Chapter of the American Institute of Architects, it was announced recently by L. BANCEL LAFARGE, Chapter president.

JAMES E. GAMBARO has been elected Chairman of Nominating Committee of the Fine Arts Federation. Jimmy will welcome suggestions and information on likely Brooklynite candidates for honors by FAF.

JOHN J. KLABER, A.I.A. Architect announces his removal from 41 Prime Avenue to 17 East Carver Street, Huntington, N. Y. Tel. Hamilton 7-1736.

In Memoriam . . .

BURNHAM HOYT

Burnham Hoyt, seventy-three, architect, died April 6th, at his home in Denver.

Mr. Hoyt became a practicing architect in 1923 and was a member of the former New York architect firm of George Post, Bertram Doodhue and Pelton and Allen and Collins. He was a professor of design at New York University from 1929 to 1933, becoming dean of the School of Architecture in 1930.

Mr. Hoyt designed the interior of the Riverside Church, Riverside Drive at 122nd St.; the School for Crippled Children in Denver; a number of hospitals and schools and the Red Rocks Amphitheater in the Colorado Rocky Mountains, one of some fifty outstanding examples of original American architecture.

ROBERT CARSON

Robert Carson, noted New York architect, and recent past vice-president of the New York Chapter, died March 1st in Palm Beach, Florida. Mr. Carson was the designer of some of the nation's most outstanding post-war office buildings and the winner of many architectural awards. He was a member of the firm of Carson & Lundin, New York City, for many years resident architects for Rockefeller Center. Mr. Carson designed and created the world-famous Christmas tree decorations and flower shows at the Center.

Mr. Carson was a Fellow of the American Institute of Architects and a member of the National Institute for Architectural Education and its Board of Trustees.

KENNETH REID

Kenneth Reid, of Germantown, Pa., architect and former editor and author in the architectural field, died March 17th.

A native of Norwich, Conn., and a graduate of Massachusetts Institute of Technology, Mr. Reid was associate and managing editor of "Pencil Points," architectural magazine, from 1926 to 1936, and then editor-in-chief until 1946, when the publication was renamed "Progressive Architecture."

He was later consulting editor for the book department of the Reinhold Publishing Corp., and from 1948 to 1951 was book-department editor of F. W. Dodge Corp.

Mr. Reid had recently engaged in free-lance writing and editing and as consultant on public relations for architects.

LEE H. BENSON

1899-1960

Known as Lee, or Bennie to his many intimate Friends and Associates, received the call from the Supreme Architect, Wednesday, April 20, 1960.

A faithful and conscientious worker with our Organization for over forty years, will be missed, but not forgotten.

Lee came with us in 1920 upon his graduation from Rochester Institute of Technology and labored on all phases of the Profession, both Architectural and Engineering. Devoting most of his time and efforts on the Electrical work in connection with many projects, some of which were Northside Hospital, Irondequoit High School, Pittsford Central School, Churchville-Chili High School, and the most recent, Clara Barton Number Two Elementary School for the City of Rochester.

Lee was a man who enjoyed his home, family and friends immensely.

Lee, we all miss you, enjoy rest and happiness with your new Boss.



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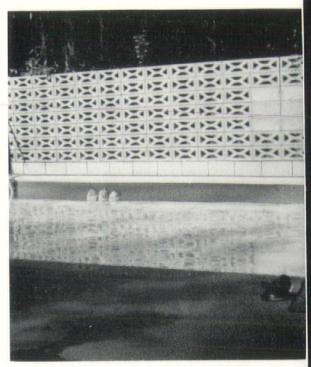
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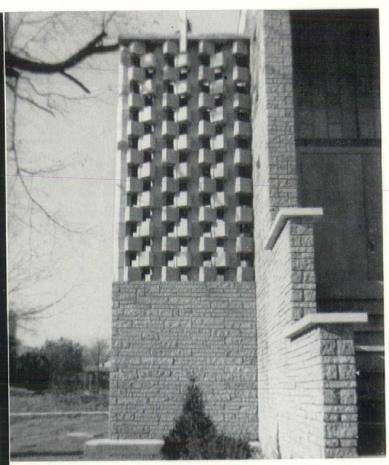
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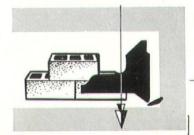
A practical screen wall of grille block adds beauty to the swimming pool. Ornamental block by Dagostino Building Blocks, Schenectady.



Lace in living concrete block. That's the picture created by this lovely screen used in the Peoples' Baptist Church, Albany, along with split block. Ornamental block units were manufactured by Dagostino Building Blocks, Schenectady.

Imaquative Concrete Block

Suddenly block is wonderfully different! Warm, imaginative, rich in style . . . so wonderfully mature and natural in beauty. Now select from thousands of fashionable new renditions offered with Concrete Masonry . . . expressive patterns to reflect your own unique tastes and personality . . . simple designs, elaborate designs. Consult the NYSCMA block producer nearest you for details on the current trends to Concrete Masonry.



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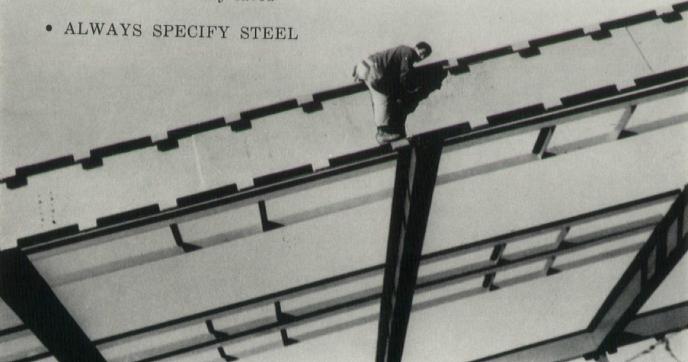
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Corridor in the Middle River Jr. High School, Baltimore, Md. End Wall: 8½ x 4½ in 49 Gloss Black. Wall Mural: 8½ x 4½ in 81 Spruce Green, 21 Cornflower, 97 Gardenia, 72 Dawn Gray, 50 Cream, 11 Ivory, 29 Oyster Gray, 47 Brite White, 52 Daffodil and 49 Gloss Black. Architect: Fisher-Nes-Campbell Associates. Tile Contractor: Pete Profili Company, Inc. Color Plate 418.

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Stair Well in the Williamson Free School of Mechanical Trades, Media, Pa. Wall is 8½ x 4¼ in 76 Sage Gray with inserts in assorted colors. Architect: Massena & duPont, Inc., Edward C. Cooper, Associate. Tile Contractor: United Marble Co., Inc. Color Plate 419.

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